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.

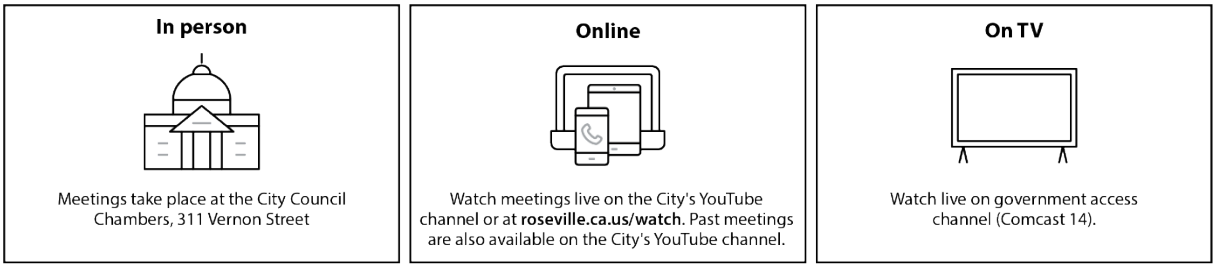
Levine Act Provisions: If you've made a campaign contribution totaling more than $500 ($250 prior to January 1, 2025) to City Council Members in the last twelve (12) months, you must disclose it before addressing an item on the agenda. Please visit Levine Act – City of Roseville for updated forms and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



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 Regular Meeting
September 17, 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. PRESENTATIONS

1. Proclamation - Find the Good Day September 18, 2025

Summary: Proclaim September 18, 2025, as Find The Good Day and urge all residents to take part in this movement by finding the good in themselves, in others, and in their communities—and to celebrate the power of optimism and the enduring impact of positive action.

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

2. Proclamation - Prostate Cancer Awareness Month September 2025

Summary: Proclaim the month of September 2025 as Prostate Cancer Awareness Month and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

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

VII. CONSENT CALENDAR

3. Transit System Operation and the South Placer County Transit Information - Agreement Amendment (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of an amendment to the agreement with MV Transportation, Inc. for the operation of the City of Roseville Transit System and the South

Placer County Transit Information Center. On May 21, 2025, Council approved the original agreement for a grand total, including option years, of $83,392,752.80. Following approval, staff noticed an outdated pricing sheet and minor edits to the Liquidated Damages section in the agreement that must be replaced to be consistent with the funding amounts approved by the City Council. There is no fiscal impact with this action.

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-302 approving a first amendment to agreement for City of Roseville transit system management, operations and call center services, by and between the City of Roseville and MV Transportation, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. Blue Oaks Boulevard Roadway and Bridge Widening Project - Budget Adjustment (PUBLIC WORKS DEPARTMENT - ENGINEERING - CITY PROJECT'S)

Summary: Staff recommends approval of a budget adjustment to allocate $3.2 million in federal funding to the Blue Oaks Boulevard Widening Project, currently in design. The project will widen Blue Oaks Blvd. from Diamond Creek Blvd. to Highway 65 to its ultimate 8-lane configuration, including a new 4-lane bridge over Industrial Avenue and Union Pacific Railroad. Construction is anticipated to begin in 2027. The project is currently funded by FY2021-22 General Fund year-end budget surplus, and construction will be funded with any remaining design funds and Traffic Mitigation Fee funds.

CONTACT: Nick Bumb 916-746-1313 nfbumb@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 6988 authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

5. 2025-2030 Short Range Transit Plan Adoption (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of the Roseville Transit updated five-year Short Range Transit Plan (SRTP). This updated plan is for years 2025 through 2030. The plan provides a multi-year guideline for operations and capital investment strategies to better address changing transit needs. Adoption of the updated plan will have no direct fiscal impact to the City.

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-301 adopting the Short Range Transit Plan.

6. **Wastewater Collections Cured-in-Place Lining Equipment and Fleet Truck and Equipment Purchases – Purchase Order and Budget Adjustment** (ENVIRONMENTAL UTILITIES DEPARTMENT - WASTEWATER)

Summary: Staff recommends approval of a purchase order to Vortex Holdco, LLC dba Vortex Technology Group, LLC for one (1) Ford F600 truck, with an 18-foot enclosed box body and a UV8000 lining equipment system utilizing the Helping Governments Across the Country Buy (HGACBuy) contract #TP07-25 in the amount of $961,443; and the purchase of (1) Schwalm Talpa FSR 1330 and 2060 Robotics Cutting System for sewer rehabilitation installed into Fleet ID 22-356 as a retrofit utilizing HGACBuy contract #TP07-25 in the amount of $286,577. The total cost of the truck, equipment, robotics, including transportation costs, shall not exceed $1,272,120. Funding for the Vortex Technology truck and equipment is included in the FY2025-26 Fleet Replacement Fund budget. Staff also recommends approval of a budget adjustment of $14,120 for the Sewer Collection System Cured-in-Place Pipe (CIPP) Rehabilitation Project, which is funded by the Wastewater Rehabilitation Fund. This budget adjustment increases the budget to fund the transportation costs plus contingency associated with the purchase of a new truck equipped with CIPP lining equipment through the Fleet Replacement Fund. The new truck will allow Wastewater Collections staff to perform trenchless repair and rehabilitation work on existing sewer mains.

CONTACT: Loni Randolph 916-746-1898 lrandolph@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve a purchase order to Vortex Holdco, LLC dba Vortex Technology Group, LLC; and

b. Adopt Ordinance No. 6989 authoring certain amendments to the fiscal year 2025-26 budget and declaring this ordinance to be immediately effective as an approporiation measure.

7. **After School Education and Safety Program - Memorandum of Understanding** (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - RECREATION)

Summary: Staff recommends approval of a Memorandum of Understanding (MOU) with Roseville City School District (RCSD) to provide the After School Education and Safety Program (ASES) at Woodbridge and Cirby Elementary schools. Per this MOU, RCSD will provide the City up to $305,000 in the current fiscal year to offset the City's operational expenses for the ASES program. Funding is included in the Parks, Recreation & Libraries budget in the Youth Development Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-296 approving a Memorandum of Understanding between the City of Roseville and the Roseville City School District, and authorizing the City Manager to execute it on behalf of the City of Roseville.

8. Cybersecurity Endpoint Detection and Response System - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - INFRASTRUCTURE SOLUTIONS)

Summary: Staff recommends approval of a contract purchase agreement with ePlus Technology Inc. in the amount of $103,612.85 for the one-year renewal of the Cybersecurity Endpoint Detection and Response system. Funding is included in the Information Technology Operations Fund budget.

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-298 approving a a contract purchase agreement with ePlus Technology Inc. and authorizing the City Manager to execute it on behalf of the City of Roseville.

9. Ammunition - Sole Source Purchase Orders (POLICE DEPARTMENT)

Summary: Staff recommends approval of sole source purchase orders with Miwall Corporation in the amount of $112,058.93 and San Diego Police Equipment in the amount of $81,936.31, for a combined total of $193,995.24 to provide Police Duty Ammunition. Miwall Corporation is the exclusive distributor for Hornady 9mm ammunition and San Diego Police Equipment is the exclusive distributor for Speer LE .223 Ammunition. Funding is included in the Police Department's FY2025-26 budget in the General Fund.

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

The City Council will consider the recommendation to:

a. Approve sole source purchase orders with Miwall Corporation in the amount of $112,058.93 and San Diego Police Equipment in the amount of $81,936.31, for a combined total of $193,995.24 in the current fiscal year to provide Police Duty Ammunition.

10. All Band Portable Radio - Sole Source Purchase Order (POLICE DEPARTMENT)

Summary: Staff recommends approval of a sole source purchase order with Motorola Solutions, Inc. in the amount of $531,477.30 in the current fiscal year to provide All Band Portable Radios. Motorola Solutions, Inc. is the manufacturer of the APX 8000 All Band Portable Radio, which contains proprietary hardware and software components that are only available through Motorola. Funding of $500,000 for this purchase was included in the Police Portable Radio Replacement project, through the Equipment Replacement Fund, in the adopted FY2025-26 budget. Staff will be bringing forward a recommended budget adjustment for Council consideration at an upcoming Council meeting to fund the additional costs.

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

The City Council will consider the recommendation to:

a. Approve a sole source purchase order to Motorola Solutions, Inc. for the purchase of 57 All Band Portable Radios in the amount of $531,477.30.

11. Police Body Armor Helmets - Purchase Order (POLICE DEPARTMENT)

Summary: Staff recommends approval of a purchase order with Black Box Safety, Inc. for the purchase of Police Body Armor Helmets in the amount of $75,500.43. Funding for this purchase in the amount of $40,000 was included in the Police Department's FY2025-26 departmental budget in the General Fund. The remaining $35,500.43 will be funded by the Police Equipment Replacement project in the Equipment Replacement Fund.

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

The City Council will consider the recommendation to:

a. Approve a purchase order to Black Box Safety, Inc. for the purchase of Police Body Armor Helmets.

12. 2025 Building Standards Code Adoption (FIRE DEPARTMENT)

Summary: Staff recommends City Council introduce for first reading an ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property, as well as adopt an urgency ordinance to be effective September 17, 2025. The fiscal impact on the City includes new code resources and staff training on the updated Building Code Standards. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department in the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 6990 re-adopting and amending Chapters 16.04 and 16.16 of Title 16 of the Roseville Municipal Code regarding buildings and construction and the Fire Code, and declaring this ordinance to be effective September 17, 2025 as an urgency ordinance; and

b. Recommend that the City Council introduce for first reading an ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property.

13. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the September 3, 2025 City Council Meeting.

CONTACT: Melissa Lipp 916-774-5268 MLLipp@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the minutes of the September 3, 2025 City Council Meeting.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

14. Council Discretionary Funds - The Gathering Inn (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends Council consider providing sponsorship to The Gathering Inn from Council Discretionary Funds for the annual Gathering for Hope 2025 event. This year's theme is Glitz & Glam Gala taking place at the Rocklin Event Center on Friday, November 14, 2025. The City has funded prior events in the amount of $3,000. The balance in the Council Discretionary Funds for FY2025-26 is $20,821.

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

The City Council will consider the recommendation to:

a. Consider providing sponsorship to The Gathering Inn.

15. Westpark Community Facilities District No. 1 Bond Refunding (FINANCE DEPARTMENT)

Summary: Staff recommends Council adopt the Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of the City of Roseville Westpark Community Facilities District (CFD) No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds Pursuant to Bond Purchase Agreement, and Approving Other Related Documents and Actions. Refunding the Westpark CFD No. 1 bonds is projected to generate net present value savings of approximately 6.4% (approximately $3.1 million). The savings will accelerate repayment of the infrastructure reimbursement obligation to the developer, which is expected to be retired within five years. Once repaid, the portion of the special tax tied to that obligation will be removed, lowering costs for property owners.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-299 authorizing the issuance of special tax refunding bonds for and on behalf of the city of Roseville Westpark Community Facilities District No. 1 (public facilities), approving and directing the execution of a fiscal agent agreement, approving the form of preliminary official statement, approving sale of such bonds pursuant to bond purchase agreement, and approving other related documents and actions.

16. Direction on City Council Compensation (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends City Council provide direction on a possible Charter amendment related to authorizing the voters to adjust City Council compensation—which was most recently increased 25 years ago to $600/month ($650 for the mayor)—including proposed language.

CONTACT: Joseph Speaker 916-774-5325 jspeaker@roseville.ca.us

The City Council will consider the recommendation to:

a. Provide direction to staff on whether to pursue a Roseville Charter amendment related to City Council compensation, including direction on proposed language.

17. Prohousing Designation - Draft Application Renewal (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends Council receive a presentation on the draft application for the renewal of the City's Prohousing Designation. There is no fiscal impact on the City's General Fund.

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

The City Council will consider the recommendation to:

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

18. City of Roseville Homelessness Strategy and Response Plan (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of a Homelessness Strategy and Response Plan that outlines how the City manages and mitigates the impacts of homelessness while connecting individuals and families to housing, services, and long-term solutions. The Homelessness Strategy and Response Plan includes Roseville's strategic framework to prevent and reduce homelessness; specific actions the City is taking under each strategy; the City's role in regional collaboration and its position on emergency shelters; and key principles guiding future planning, investment, and communication. In Fiscal Year 2025–26, the City allocated more than $25 million toward homelessness-related initiatives. This included funding for voucher assistance, homelessness prevention, rapid rehousing, affordable and transitional housing development, interdepartmental staffing, and environmental cleanup efforts.

CONTACT: Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-297 adopting the City of Roseville Homelessness Strategy and Response Plan and affirming the City Council's commitment to a comprehensive and compassionate approach to homelessness.

IX. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

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

1. Open the Public Hearing
2. Presentation by staff
3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period

6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

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.

19. Community Development Block Grant 2024 Consolidated Annual Performance and Evaluation Report (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends approving the 2024 Program Year Consolidated Annual Performance and Evaluation Report, and authorize the City Manager to execute necessary documents and certifications on behalf of the City for submittal to the U.S. Department of Housing & Urban Development. Community Development Block Grant funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

CONTACT: Michelle Wurster 916-774-5469 mewurster@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-300 approving the 2024 Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager or his designee to submit the Community Development Block Grant (CDBG) 2024 CAPER to the U. S. Department of Housing & Urban Development (HUD).

X. PUBLIC COMMENTS

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

XI. STAFF/COUNCIL REPORTS

XII. ADJOURNMENT

City Council Communication

Meeting Date: 9/17/2025
Item #: VI.1
File #: 0102-06
Item ID: 2025-662

Title:	Proclamation - Find the Good Day September 18, 2025
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

SUMMARY

Proclaim September 18, 2025, as Find The Good Day and urge all residents to take part in this movement by finding the good in themselves, in others, and in their communities—and to celebrate the power of optimism and the enduring impact of positive action.

RECOMMENDATION

Proclaim September 18, 2025, as Find The Good Day and urge all residents to take part in this movement by finding the good in themselves, in others, and in their communities—and to celebrate the power of optimism and the enduring impact of positive action.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Find the Good Day

REVIEWERS:

Blair Hutchison, City Clerk Department — Created/Initiated - 9/3/2025

Katrina Six, City Clerk Department	Approved - 9/4/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

Proclamation

FIND THE GOOD DAY
SEPTEMBER 18, 2025

WHEREAS, now more than ever, the world needs optimism, positivity, and resilience; and

WHEREAS, optimism has been shown to improve health, motivation, performance, and outcomes—and requires a unique kind of bravery to maintain in the face of adversity; and

WHEREAS, it is easy to focus on the challenges we face, but what if we chose instead to focus on the good—in ourselves, in our communities, and in the world around Us - Would we not accelerate our collective impact and inspire others to do the same; and

WHEREAS, *International Find the Good Day*, created by The Junior League, is a day dedicated to doing just that—finding, celebrating, and amplifying the good around us; and

WHEREAS, on September 18, 2025, Junior Leagues across the Association will host events and initiatives that uplift their communities, support one another, and reflect on the positive change being made every day; and

WHEREAS, The Junior League of Sacramento has a long-standing legacy of visionary community service and impact, which empowers philanthropic giving and civic engagement across the region.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **SEPTEMBER 18, 2025,** as **FIND THE GOOD DAY** and urge all residents to take part in this movement by finding the good in themselves, in others, and in their communities—and to celebrate the power of optimism and the enduring impact of positive action.

SIGNED and APPROVED this 17th day of September 2025.

KRISTA BERNASCONI, MAYOR

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

City Council Communication

Meeting Date: 9/17/2025
Item #: VI.2
File #: 0102-06
Item ID: 2025-651

Title:	Proclamation - Prostate Cancer Awareness Month September 2025
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

SUMMARY

Proclaim the month of September 2025 as Prostate Cancer Awareness Month and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

RECOMMENDATION

Proclaim the month of September 2025 as Prostate Cancer Awareness Month and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Prostate Cancer Awareness Month

REVIEWERS:

Blair Hutchison, City Clerk Department	Created/Initiated - 9/3/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025

Proclamation

PROSTATE CANCER AWARENESS MONTH
SEPTEMBER 2025

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and

WHEREAS, the American Cancer Society estimates there will be 313,780 new cases of prostate cancer in the USA in 2025 resulting in an estimated 35,770 deaths, and more than 29,600 men in California will be diagnosed with prostate cancer; and

WHEREAS, early-stage prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, late-stage prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and

WHEREAS, the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 31% when it spreads to other parts of the body; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and

WHEREAS, the rapid reduction in prostate cancer mortality is attributed to early detection through PSA testing and advancement in treatment; and

WHEREAS, Roseville is one of the Capital region's healthcare centers, with major hospitals and health care provided by Kaiser, Sutter, UC Davis, Dignity, and Adventist Health to thousands of men at risk and treated for prostate cancer, the City of Roseville joins communities across the nation to increase the awareness of the importance of early detection of prostate cancer.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of **SEPTEMBER 2025** as **PROSTATE CANCER AWARENESS MONTH** and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

SIGNED AND APPROVED this 17th day of September 2025.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.3
File #: 0721
Item ID: 2025-586

Title:	Transit System Operation and the South Placer County Transit Information - Agreement Amendment
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to the agreement with MV Transportation, Inc. for the operation of the City of Roseville Transit System and the South Placer County Transit Information Center. On May 21, 2025, Council approved the original agreement for a grand total, including option years, of $83,392,752.80. Following approval, staff noticed an outdated pricing sheet and minor edits to the Liquidated Damages section in the agreement that must be replaced to be consistent with the funding amounts approved by the City Council. There is no fiscal impact with this action.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement between the City of Roseville and MV Transportation, Inc. for the operation of the City of Roseville Transit System and the South Placer County Transit Information Center.

BACKGROUND

On May 21, 2025, the City Council approved the Roseville Transit Operations and South Placer County Information Center contract with MV Transportation for a total amount of $83,392,752.80, including option years. After approval, staff identified an outdated pricing sheet at the end of Exhibit A that incorrectly listed the total as $85,959,611.58, which represented MV Transportation's original bid before submitting a Best and Final Offer (BAFO). The BAFO reduced the cost to the final, agreed-upon amount of $83,392,752.80. This First Amendment corrects the contract total in Exhibit A to match the amount approved by the City Council.

In addition to the updated price page, Section 9.7 of the agreement requires clerical edits to the language listing the Liquidated Damages that can be enforced as part of the contract. In some cases, the dollar amount shown in parentheses is different from the amount that was spelled out. In all cases, the amount shown in parentheses is the correct amount. Items #13, #14, #18 and #22 on Pages 18 and 19 will be corrected to ensure consistency between the number in parentheses and what is spelled out before this number.

FISCAL IMPACT

There is no fiscal impact with this action. This First Amendment will replace the current price page at the end of Exhibit A in the contract agreement with MV Transportation to reflect the amounts approved by the City Council on May 21, 2025.

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

2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Ed Scofield, Alternative Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 25-302
2. Agreement Amendment

REVIEWERS:

Ed Scofield, Public Works Department - Transportation	Created/Initiated - 8/13/2025
Ed Scofield, Public Works Department - Transportation	Approved - 8/13/2025
Jason Shykowski, Public Works Department - All	Approved - 8/15/2025
Gretchen Hakala, City Attorney Department	Approved - 9/2/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/5/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

RESOLUTION NO. 25-302

APPROVING A FIRST AMENDMENT TO AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT, OPERATIONS AND CALL CENTER SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Agreement for City of Roseville Transit System Management, Operations and Call Center Services, by and between the City of Roseville and MV Transportation, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT, OPERATIONS AND CALL CENTER SERVICES

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

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement dated May 21, 2025 ("Agreement") regarding the management and operation for the City of Roseville's public transit system; and

WHEREAS, CITY desires to amend the Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 9.7 of the Agreement is amended by replacing the original paragraph to now read as follows:

"9.7 Liquidated Damages

CONTRACTOR and CITY acknowledge and agree that CITY may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 25 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this section as CITY'S compensation

for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. CITY may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:

1. Twenty thousand dollars ($20,000) for relocating, reassigning, or transferring the General Manager during the term of this AGREEMENT including any option periods exercised by CITY, unless such relocation, reassignment or transfer is the result of a specific request by CITY to change the General Manager or is approved by CITY in writing in advance. Notwithstanding anything herein written to the contrary, CITY may assess liquidated damages for relocation, reassignment or transfer of the General Manager at any time following commencement of the term of this AGREEMENT.

2. Five hundred dollars ($500) per month for each month that CONTRACTOR fails to maintain a level of full-time employees equal to at least seventy-five percent (75%) of the total number of employees during the term of this AGREEMENT. -

3. Five hundred dollars ($500) the first month, then increasing $250 per month for each subsequent month, for failure to maintain a Microtransit On Time Performance level of at least ninety percent (90%) of reservation trips served within their 30 minute pickup window at referenced in the SOW 2.14.

4. Two hundred fifty dollars ($250) per incident for each occurrence that an ADA paratransit eligible individual is denied service. An ADA paratransit eligible individual is defined as any individual who possesses documentation described under U.S.D.O.T. regulations found at 49 C.F.R. Part 37.125 or Part 37.127. A service denial

shall be defined as failure to schedule a reservation within one hour of the individual's desired departure time, or at a negotiated time that is acceptable to the individual.

5. Two hundred fifty dollars ($250) per incident that CONTRACTOR fails to log and report an accident or incident in accordance with procedures required under Section 2.29 of the Scope of Work which is attached hereto as Exhibit "A" to this AGREEMENT.

6. One hundred dollars ($100) per incident that CONTRACTOR fails to document and report a written complaint, or a verbal complaint in which the complainant states that they wish to make a complaint or asks to speak to a supervisor or manager.

7. Twenty-five dollars ($25) per day, beginning after the 7th day, for each day that CONTRACTOR fails to submit a monthly or quarterly periodic report when due.

8. Twenty-five dollars ($25) per day for each day that CONTRACTOR fails to submit monthly or quarterly periodic report corrections after five (5) business days of written notification from CITY.

9. Two hundred dollars ($200) per incident that a Local route or Commuter route bus operates off of its designated route except in cases of street closures or when a detour is approved by the dispatcher with a valid reason noted in the dispatch log.

10. Two hundred dollars ($200) per incident for each occurrence that a bus is more than ten (10) minutes late beginning a scheduled route or special event trip.

11. Five hundred dollars ($500) per incident for each missed occurrence of a special event trip as defined in Section 2.10 of the Scope of Work which is attached hereto as Exhibit "A" to this AGREEMENT.

12. One hundred dollars ($100) per month for each month in which the Abandoned Calls Ratio, as defined in Section 3.9 of the Scope of Work which is attached hereto as Exhibit "A" to this AGREEMENT, exceeds one abandoned call per twenty (20) completed calls.

13. Five hundred dollars ($500) per incident for each occurrence that a driver fails to properly secure a wheelchair.

14. One thousand dollars ($1,000) per incident for each occurrence that a wheelchair becomes unfastened from its tie down(s) while being transported.

15. Two hundred dollars ($200) per incident for each occurrence that a bus in revenue service fails to stop for a passenger at the stop on its assigned route when the passenger is waiting at a designated, signed bus stop. No liquidated damage shall be charged for failing to stop if the bus is displaying a "FULL" sign and it is accompanied by a second bus that is available for boarding.

16. Two hundred dollars ($200) per incident for each occurrence that a bus driver fails to stop at a bus stop when an onboard passenger has requested the stop within a sufficient time for the driver to safely stop the bus.

17. Fifty dollars ($50) per incident for each occurrence up to a maximum of $200 per day that a fixed route driver fails to call major bus stops in accordance with 49 C.F.R. Part 37 - Transportation Services for Individuals with Disabilities (ADA).

18. Fifty dollars ($50) per incident for non-compliance with driver uniform requirements.

19. Twenty-five dollars ($25) per day will be charged for each recording device that is unplugged without permission from CITY management.

20. Twenty-five dollars ($25) per incident for any use of the AM/FM radios during vehicle service hours.

21. Twenty-five dollars ($25) for each CITY issued identification card replacement, the cost of which shall be deducted from CONTRACTOR'S monthly invoice.

22. Fifty dollars ($50) per day per route for each bus shelter map, poster, and/or bus kiosk flier not displayed as scheduled by CITY.

23. Twenty-five dollars ($25) per incident for each occurrence that a bus driver smokes within 50 feet of a bus and/or bus stop.

24. Twenty-five dollars ($25) per incident for each occurrence that a bus driver allows a bus to idle for more than five (5) minutes, except in cases where traffic conditions require such idling.

25. Fifty dollars ($50) per incident for incorrect photo ID verification, collection of fare, or counting or passengers, with a two-hundred-dollar ($200) maximum per driver, per day.

Liquidated damages will not be assessed sooner than three (3) months after initiation of services under this AGREEMENT. Liquidated damages will be assessed after observation of the incident by CITY, one of its authorized monitors, or after a complaint has been verified by a third party as having merit. CITY will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by CITY and the CONTRACTOR. The determination of whether or not to assess liquidated damages shall be at the sole discretion of the CITY and shall not be subject to discussion or mediation by the CONTRACTOR. Both parties

agree that during the course of the operation, situations occur which require further focus and attention.

In addition to the above, CITY shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this AGREEMENT."

2. Exhibit "A" to the Agreement is hereby replaced with Exhibit "A" to this First Amendment to Agreement, attached hereto and incorporated herein by reference.

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

MV TRANSPORTATION, INC., a
California corporation

BY: _____
its: EVP, Chief Financial Officer

[B:\City Attorney\COUNCIL COMMUNICATIONS\MV ame.docx:08/26/2025]

and

ATTEST:

BY: _____
its: EVP & General Counsel

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

Exhibit A

SCOPE OF SERVICES

MANAGEMENT AND OPERATIONS OF SERVICES FOR THE ROSEVILLE TRANSIT SYSTEM AND THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER

A. ROSEVILLE TRANSIT SYSTEM

1. CITY DUTIES AND RESPONSIBILITIES

CITY shall perform the following duties and accept the following responsibilities with respect to ROSEVILLE TRANSIT. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

1.1 System Planning and Administration

CITY shall be responsible for all planning activities relative to ROSEVILLE TRANSIT routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

1.2 Liaison with Local Jurisdictions, Citizens Groups

CITY shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies and citizens groups.

1.3 Notification – Potential Interference with Transit System Operations

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with ROSEVILLE TRANSIT operations or require deviations from established routes or schedules. CONTRACTOR and CITY shall mutually agree upon such deviations.

1.4 Advertising and Promotion

CITY shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of ROSEVILLE TRANSIT operations and to promote ridership.

1.5 Division Operation Offices

CITY shall provide and maintain (including but not limited to sweeping, dusting, and emptying trash receptacles) of the division operation facilities located at 2075 Hilltop Circle Drive, Roseville, CA. The facility includes an adequate parking area for all CITY transit vehicles, common parking facilities for all CITY and transit employees, restrooms, digital phone sets which shall be exclusively dedicated to the ROSEVILLE TRANSIT system operation, "capture voice" logging system, the ROSEVILLE TRANSIT two-way radio base station, counter space, cabinets and office equipment (specified in Attachment H), and

all utilities. The CITY will perform vacuuming and garbage collection. CONTRACTOR does NOT pay lease costs for these facilities and provisions as described.

1.5b Operations Technology

CITY shall provide and maintain the CITY provided office technology located at 2075 Hilltop Circle Drive, Roseville, CA. CITY provided technology includes, but is not limited to: CITY CALL CENTER PBX/VOIP installed phone numbers with phone sets which shall be exclusively dedicated to the ROSEVILLE TRANSIT operations, telephone recording / logging system, PBX/VOIP Customer Relationship Management software, two-way radio base station configured for ROSEVILLE TRANSIT use, wall mounted monitors, and headsets. CONTRACTOR provided technology includes personal computers, associated software, copier(s), printer(s), internet, and firewalls as needed to fulfill the duties included in the Scope of Work. CONTRACTOR shall utilize CITY provided technology unless otherwise approved by CITY. CONTRACTOR does NOT pay lease costs for CITY provided and maintained office technology.

1.6 CITY Provided CONTRACTOR I.D. Cards

CITY Human Resources department shall provide CONTRACTOR employees' identification cards at no charge to CONTRACTOR. If ID cards are excessively lost by CONTRACTOR employees, CITY may charge for replacements, at CITY'S discretion.

1.7 CITY Vehicles and Equipment; Maintenance and Repair

CITY shall provide to CONTRACTOR the vehicles set forth in Attachment G, entitled "CITY-PROVIDED TRANSIT SYSTEM VEHICLES". These vehicles shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized in writing, by CITY.

CITY shall be responsible for maintenance facilities and maintenance of all CITY-provided equipment not specifically assigned to CONTRACTOR by CITY to be maintained, with the exception of the interior and exterior cleanliness of all transit vehicles. CITY shall maintain and repair the specified vehicles, including warranties, attached radio communications systems, and other specified equipment.

CONTRACTOR shall be responsible for daily vehicle servicing and replacement (as necessary) of on-board equipment which includes video system, over-head signs, GPS equipment, pre and post inspection equipment, fare boxes, and for all damage to equipment excluding normal wear and tear. CONTRACTOR shall promptly report all vehicle defects to the CITY maintenance staff.

CITY shall have the right to inspect, at any time, all CITY-provided equipment. CONTRACTOR shall correct any problems, within twenty-four (24) hours of written notification of CITY, if the problem can be corrected in such time. If the situation is not correctable within 24 hours, then arrangements for correction shall be underway within said period. CONTRACTOR is responsible for notifying CITY immediately of any maintenance safety violations for corrections.

If CONTRACTOR fails to correct a problem after receiving CITY notification, CITY may make, at its discretion, corrections and shall charge the actual reasonable cost to CONTRACTOR for these corrections. CITY may deduct these charges from any amount due or that may become due to CONTRACTOR under this AGREEMENT.

In the event CITY determines that driver operating practices cause a pattern of component failure or accelerated wear, CITY will confer with CONTRACTOR to mutually develop a corrective training program or other corrective action including use of liquidated damages.

If CONTRACTOR provides on board camera system for revenue and non-revenue vehicles, CONTRACTOR will be responsible for installation and maintenance of system for term of the contract. If on board camera system is provided by CITY, CONTRACTOR will be expected to operate and maintain the existing on-board camera system. CONTRACTOR will be expected to regularly monitor all systems and use them to respond to customer complaints, compliments and otherwise.

1.8 Radio Communication System

CITY shall provide and maintain a two-way radio communications system, which shall be used by CONTRACTOR solely for communications related to ROSEVILLE TRANSIT operations. CITY shall provide and maintain license(s) as required for the radio system. CONTRACTOR shall comply with CITY policies and all applicable federal statutes and regulations in connection with radio system use. Contractor shall provide operators with a cell phone to ensure communication when completing extended Commuter service such as the Game Day Express.

1.9 Fuel; Diesel, Gasoline and Electric

CITY shall provide all fuel and electrical charging dispensers required for the operation of CITY vehicles to provide ROSEVILLE TRANSIT services. CITY shall provide fuel and electricity for all CITY-provided vehicles at the City of Roseville Corporation Yard, located at 2075 Hilltop Circle, Roseville, or other location(s) as determined by CITY. CONTRACTOR is responsible for training CONTRACTOR employees regarding refueling and electrical recharging procedures.

1.10 Schedules; Passes; Tickets; Vouchers

CITY shall prepare, print and distribute all schedules, passes, tickets, transfers, vouchers, and like materials required by ROSEVILLE TRANSIT operations. CONTRACTOR shall disseminate schedules, brochures, and similar materials to transit patrons in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by CITY. CONTRACTOR shall keep accurate records related to the dissemination of these materials as required.

1.11 Street Furnishings

CITY shall purchase, install, maintain and replace all street furnishings required for ROSEVILLE TRANSIT operations. Such furnishings include bus stop signs, posts, benches, shelters, and the like. Further, CITY shall maintain or request property owners or appropriate agency to maintain trees along ROSEVILLE TRANSIT routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with CITY by promptly advising of any such conditions observed during ROSEVILLE TRANSIT operations. Nothing heretofore shall relieve CONTRACTOR'S vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

2. CONTRACTOR DUTIES AND RESPONSIBILITIES – OPERATIONS and ADMINISTRATION

2.1 Overview

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of ROSEVILLE TRANSIT. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and a generally accepted practice within the public transit industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as ROSEVILLE TRANSIT.

CONTRACTOR is an independent contractor, and shall not be considered an officer, agent or employee of the CITY.

CONTRACTOR agrees that information furnished by the CITY shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to CONTRACTOR or processed and derived by CONTRACTOR services is hereinafter referred to as "Confidential Information" of CITY. CONTRACTOR acknowledges that such Confidential Information may contain information provided and/or generated by third parties. (see Attachment M for CITY Confidentiality and Disclosure Agreement)

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 CONTRACTOR'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 CONTRACTOR, 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.

CONTRACTOR 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.

Upon termination or expiration of this Agreement, CONTRACTOR will ensure that all confidential information is securely transferred to CITY within thirty (30) calendar days. CONTRACTOR 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. CONTRACTOR shall securely dispose of all Confidential Information when requested by CITY and CONTRACTOR will provide written notification to CITY once all Confidential Information has been securely disposed of.

CONTRACTOR shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after CONTRACTOR discovers such data compromise or unauthorized access. CONTRACTOR will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law,

CONTRACTOR will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from CITY. CONTRACTOR 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.

CONTRACTOR 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.

CONTRACTOR 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.

CONTRACTOR shall employ adequate executive, administrative, supervisory, technical, operational, and maintenance personnel to provide the necessary management, technical and operating services for the operation of ROSEVILLE TRANSIT as specified by the CITY within compliance with all State and Federal Operating and Reporting requirements.

CONTRACTOR shall provide a current organizational chart of all employees on an annual basis.

CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with CITY on matters related to operations, monitoring, reporting and service performance measurements.

CONTRACTOR shall provide a phone number where the General Manager may be reached twenty-four hours a day, seven days a week.

2.2 Service provided

Schedules/response times shall be as defined in this Scope of work. CONTRACTOR shall provide an annual total of approximately 60,225 vehicle hours of service during FY 2025/2026, with an anticipated increase in service hours of approximately 3% (per cent) each year thereafter for service provided under this AGREEMENT.

2.3 Passenger Fares; Fare Collection

The fares shall be as defined in the attached ROSEVILLE TRANSIT bus service guides (Attachment F) and are subject to change as determined by CITY. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by CITY in each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by CITY all non-cash fares (vouchers, transfers, paper, electronic and credit/debit card, passes and the like). All fares collected are the sole property of CITY.

CONTRACTOR shall count and keep fares under appropriate dual custody security at all times once removed from the bus fare box. CONTRACTOR shall reconcile fare revenues to passenger activity on each vehicle, route and service mode. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and subject to CITY approval. Once a week, or more frequently, CONTRACTOR shall count and transfer the fares collected to CITY owned safe until an armored car service provided by the CITY picks up the fares for bank deposit. Detailed reports on the revenues collected, reconciled, and

deposited shall be provided to CITY on a weekly or bi-weekly basis with exception for weekend counting. . CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR. CITY reserves the right to modify fare accounting processes and procedures.

2.4 DBE/EEO

CONTRACTOR shall submit a signed affidavit certifying compliance with the Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) requirements as specified in the Agreement.

2.5 Training and Retraining

CONTRACTOR shall provide ongoing training, retraining, and safety education for all safety sensitive positions, including but not limited to vehicle operators, dispatchers, and supervisory personnel, which conform to regulation agency requirements, e.g., Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies. Documentation of all trainings, retraining, and safety education presentations will be provided to the CITY on an annual basis.

2.6 Drug and Alcohol Testing

CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions; pursuant to the requirements of the Federal Transit Administration (FTA) and/or the California Highway Patrol, as described more particularly in the AGREEMENT. CONTRACTOR will provide documentation on a monthly basis to the CITY verifying random testing has been completed.

2.7 Scheduling, Dispatching and Vehicle Control and Vehicle Location Technology

2.7.1 Hardware:

Overview: The successful offeror will be responsible for providing hardware to produce GTFS-real time feeds. These devices will serve as the primary data source for vehicle tracking, allowing the system to generate accurate real-time feeds for transit operations and passenger information.
Requirements:

- The offeror will provide hardware units and warranty for all Revenue and Non-Revenue vehicles, unless otherwise provided, for the duration of the contract or until otherwise mutually agreed upon between the CITY and the CONTRACTOR.
- The offeror's hardware solution must be simple, and easy to replace.
- The offeror must ensure that data from the tablets or GPS catalyst, including GPS-based vehicle location, is collected and processed to generate accurate GTFS real time feeds.
- The system must ensure that vehicle location data is transmitted from the hardware in real time, with minimal delays.
- The offeror must ensure that the data is processed in a manner that maintains high accuracy and reliability, offering real-time passenger information through apps or web interfaces.
- The offeror is responsible for testing the integration between their hardware and the client vehicles to ensure full functionality.

2.7.2 GTFS Real-Time Creation:

Overview: The offeror will create and maintain GTFS-real-time feeds for Roseville Transit routes, ensuring that real-time updates are available to both passengers and operational staff.

Requirements:

- GTFS real time feeds must be compatible with existing GTFS static feeds and support integration with real-time passenger information systems.
- These feeds must be fully compliant with GTFS real time standards, ensuring that Roseville Transit's transit data can be integrated with third-party platforms and rider-facing applications.
- Real-time feeds should be accessible to third-party applications such as Spare's Microtransit solution, Google Maps, etc.
- Riders must be able to access real-time data through an app or web interface to track bus locations and estimated arrival times.
- The systems must be scalable to accommodate future fleet growth and potential expansion of services.
- The offeror must provide solutions integrating with other transit technologies, ensuring future compatibility and upgrades.
- City will maintain ownership of the feed from creation through termination of the contract.

2.7.3 Customer and Dispatch-facing vehicle location services

Overview: The offeror will provide a solution for customers and dispatchers to be informed of real-time vehicle location. This can be done through an offeror-provided app, or through a partnership with a 3rd party such as Transit, CityMapper, Moovit, Google Maps, etc. See ATTACHMENT E for system requirements.

2.7.4 ARROW Microtransit Scheduling System and Communication Systems

The CITY will provide a SCHEDULING SYSTEM for all Arrow Microtransit booking and management systems. All data and information contained within said system relating to ROSEVILLE TRANSIT shall be the property of CITY and should not be shared unless agreed upon by CITY personnel.

CONTRACTOR shall manage the CITY owned radio or telephone systems to ensure communication with all vehicles in service to provide supervision and guidance to vehicle operators and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

CONTRACTOR shall schedule and dispatch trips in accordance with the Americans with Disabilities Act (ADA) required operating standards for complementary Paratransit service.

2.8 Operations – Local Route, Commuter Service and Extended Commuter Service (such as Game Day Express Service)

CONTRACTOR will operate Local route bus services as specified by CITY and in strict accordance with the operating days and hours, routes and schedules set forth in the current ROSEVILLE TRANSIT bus service guides or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify CITY of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary via a Communication Log or phone call if the concern presents any liability to the CITY.

In the event that a ROSEVILLE TRANSIT route operates more than fifteen (15) minutes behind schedule, CONTRACTOR shall notify the City of the incident as needed but no later than 24 hours after the occurrence of the event. If a route/trip is combined or cancelled, CONTRACTOR shall notify the City within one (1) hour of the cancellation or combining of routes. The CONTRACTOR shall take all necessary steps to restore all service and on-time performance as soon as operationally feasible. CONTRACTOR shall establish procedures, subject to CITY review and approval, to restore said service and on-time performance.

2.9 Operations – Microtransit and Paratransit

ARROW Microtransit service shall be operated in accordance with the operating days, hours and service area set forth in the current ROSEVILLE TRANSIT bus service guides attached hereto as Attachment F or any revisions thereto. Microtransit operations will be provided from "curb-to-curb" for the general public and
"door-to-door" service for Paratransit patrons when required per FTA guidelines. CONTRACTOR shall comply with 49 CFR Part 37 regarding ADA Paratransit Service standards as they apply to the Paratransit function of the Microtransit Service.

CONTRACTOR shall respond to telephone requests for Microtransit service on a "real-time" demand-response basis in accordance with CITY service standards stated herein below.

CONTRACTOR shall also accept telephone requests for advance reservations made the prior day and up to fourteen (14) days in advance for passengers who meet ADA criteria. Advance reservation trips shall be given scheduling priority over real-time demand response trips. Reservation priority shall, if necessary to comply with required ADA paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility.

CONTRACTOR shall also accept "subscription or re-occurring service" reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request reservations for each trip); however, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the day. Documentation shall be included with the monthly reports.

CONTRACTOR is authorized to have only as many vehicles in Microtransit or Paratransit service at a given time as service demand requires.

2.10 Operations - Special Event, Promotional, and Other Special Services

In addition to regular ROSEVILLE TRANSIT operations, CONTRACTOR may from time to time, upon receiving specific written authorization by CITY, provide, special event, promotional, or other special transportation services within the ROSEVILLE TRANSIT service area using CITY transit vehicles, provided that such services are determined by CITY to be in the public interest, do not interfere with regular ROSEVILLE TRANSIT operations, and are in compliance with applicable federal and state statutes. CONTRACTOR may not use CITY transit vehicles for other services without prior authorization from the CITY.

CONTRACTOR shall be entitled to compensation for such services at the normal rate per vehicle service hour specified in the AGREEMENT. For special events, promotional and other services, a vehicle service hour shall be defined as any hour, or portion of an hour, that a vehicle is available for service from first pickup to last drop off. The CONTRACTOR shall be paid a minimum of 2 hours per special service request regardless of the length of the service.

2.12 Service Standards – General

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with CITY expectations.

CONTRACTOR and CITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

CONTRACTOR should anticipate possible modifications to these standards following the update of the CITY'S Short Range Transit Plan in 2024/2025 and in future plan updates.

2.13 Service Standards – Local Route, Commuter Service and Extended Commuter service (such as Game Day Express

- Schedule Reliability: A minimum of ninety-five percent (95%) of bus departures will be within one minute before to 5 minutes after the scheduled time as indicated by published timetables. This standard applies to each time listed in the bus services guides, which also define the start and end times of all routes.
- Missed Trips: Less than one percent (1%) of scheduled departures from a route terminal will be a missed trip. A trip is defined as a route which is departing the Corporation Yard to begin service. A missed trip occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the expected departure time from the Yard due to the fault of the CONTRACTOR.

2.14 Service Standards – Microtransit and Paratransit

The CONTRACTOR shall ensure that Arrow Microtransit and Paratransit routes are running as productive as possible while in revenue service. Local Dispatchers shall monitor the routes in service on a continuous basis throughout the operating day

A. Demand Response Wait Time (the elapsed time between a "real time" demand response service request and passenger pickup:

1) 90% of passengers (ADA and non-ADA) will be picked up within their 30-minute window; and,

2) 100% of passengers will be picked up within 45 minutes.

B. Ride Time (the elapsed time between passenger pickup and drop off):

1) 75% of passengers dropped off within 45 minutes; and,

2) 100% of passengers dropped off within 60 minutes.

C. Missed Trips

1) Missed Trips: Less than one percent of Microtransit trips, either demand-response or advance reservation, shall be missed trips. For Microtransit service, a missed trip is defined as any trip in which the vehicle fails to arrive within 30 minutes before or after the recorded reservation time.

D. Service Refusals (ADA): For reservation requests made by individuals who possess valid ADA paratransit eligibility certification, there will be no service refusals. A service refusal is defined as failure to make a reservation because service could not be provided within one hour of the requested reservation time. This standard will not apply to **same-day** ADA requests.

2.15 Service Standards - Special Event, Promotional and Other Special Services

There will be no missed Special Service trips. A missed special Service trip occurs when the vehicle fails to arrive by the time promised for any segment of the special event .

2.16 System Safety Standard

Miles between all accidents to be greater than one per 25,000 miles, average. Miles between preventable accidents to be greater than one per 50,000 miles, average.

2.17 Operations Personnel

The CONTRACTOR shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, electrical/mechanical technicians, and such other personnel necessary to responsibly operate ROSEVILLE TRANSIT.

For purposes of this AGREEMENT, the terms "employee(s)" and "personnel" shall include individuals employed by subcontractors that perform any of the ROSEVILLE TRANSIT vehicle operations or related functions.

2.18 Project Management

CONTRACTOR shall designate and provide the services of an on-site General Manager, subject to the approval of CITY, who shall provide overall management and supervision of ROSEVILLE TRANSIT public transit operations under the terms of this AGREEMENT. At the time of service start-up, the designated on-site General Manager must meet the following minimum requirements:

- Has a proven, successful work history in situations similar to those contemplated in this RFP, (include resume);
- Has at least five (5) years of transportation management experience of which two (2) years must be in Public Transit;
- Holds the equivalent of a bachelor's degree from a four (4) year college in a related field (however each year of management experience in a related transportation industry beyond the required minimum years of experience listed above may substitute for each year of college);
- Has managerial and supervisory experience in public or private agencies; and,
- Has had direct supervisory responsibility for all facets of a public transit operation.

The General Manager shall work cooperatively with CITY in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the CITY, passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure CITY that the General Manager designated for this project will not be replaced without the prior written consent of CITY. Should the services of the General Manager become no longer available to CONTRACTOR, the résumé and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent General Manager, unless CONTRACTOR is not provided with such notice by the departing employee. CITY will respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance or rejection of the candidate for replacement General Manager. CITY may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the General Manager or other employee pre-designated and identified to the CITY to act for the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day ROSEVILLE TRANSIT operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

2.19 Employee Selection and Supervision

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform ROSEVILLE TRANSIT operations. CONTRACTOR responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and CONTRACTOR employee discipline, including but not limited to termination. CONTRACTOR shall provide an annual list of employee turnover to City.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. The CONTRACTOR shall perform normal employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to CITY approval, for all employees in **safety-sensitive positions** including personnel engaged in the operation, servicing and control of CITY transit vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration and by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

CONTRACTOR shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The CITY shall have the right to ask the CONTRACTOR to remove an employee from Roseville City service. This decision will be made under the sole discretion of CITY personnel.

Nothing in this section shall be construed by either CONTRACTOR or CITY to be in conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.20 Bi-Lingual Personnel and Training

CONTRACTOR shall make every effort to reasonably recruit bi-lingual personnel for driver, dispatcher, and supervisor positions. CONTRACTOR shall implement within 120 days after the start of the contract term, a keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Limited English Proficiency (LEP) transit system users as identified in the City of Roseville Title VI Program Language Assistance Plan, as may be updated periodically. CONTRACTOR shall provide a laminated sheet of English translations for common phrases used by LEP transit passengers for transit vehicle operators. CONTRACTOR will comply with CITY specified Title VI goals.

2.21 Training – General

CONTRACTOR shall provide training for all personnel employed through this AGREEMENT. It is the sole responsibility of CONTRACTOR to ensure that all drivers are fully knowledgeable of their duties and responsibilities and can operate a Local Routes, Commuter or Paratransit vehicles in a safe and efficient manner. To accomplish this, CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by CITY. An outline of the

training program, including required annual updates, shall be on file in the offices of the CITY Alternative Transportation Division. All drivers, dispatchers, and supervisors shall participate in the program.

CONTRACTOR shall ensure ongoing training is complete for all personnel regarding the fundamentals of excellent customer service; sensitivity training; ADA training; driver rules; accident/incident policies; radio policies and procedures; inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms. CONTACTOR shall provide to the CITY on a quarterly basis that said training is being accomplished.

2.22 Training – Driver

In addition to the requirements stated in 2.21, the CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, Behind the Wheel (BTW) and Cadet training under the supervision of a certified instructor. The program shall include, but not limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, ROSEVILLE TRANSIT operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, driver fueling/electrical charging and maintenance responsibilities, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in the ROSEVILLE TRANSIT services.

At a minimum, all drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by CITY, and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. All Drivers shall possess a Verification of Transit Training (VTT) Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers shall meet all applicable requirements as established by the California Highway Patrol. The VTT certification must be renewed in accordance with the CVC for a driver to stay in service.

2.23 Driver Responsibilities

CONTRACTOR will, when requested by CITY, have its' employees hand out notices to passengers or otherwise render assistance with ROSEVILLE TRANSIT customer relations, promotion, marketing, monitoring and supervisory functions by date requested by the CITY. CONTRACTOR employees will be required to honor special passes; collect, cancel and/or validate passes, tickets and coupons; and issue and collect transfers, day passes, and other fare media, as determined by CITY. CONTRACTOR employees will verify cash fares deposited in each farebox, and will not allow drivers to handle money. CONTRACTOR employees will record ridership counts by passenger category and boarding location in accordance with procedures approved by CITY.

When requested, drivers of vehicles will provide passenger assistance to persons who request help, including, but not limited to, boarding and alighting assistance. Drivers shall not be required to lift or carry passengers, bicycles, packages or any items which may cause injury. However, drivers of the Microtransit and Paratransit service will provide assistance to persons with disabilities in loading and unloading of small packages.

CONTRACTOR shall tune clocks in operations office to the atomic clock in Colorado. Atomic time is available on-line at www.time.gov/timezone.cgi/Pacific/d/-8/java. Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to atomic time.

2.24 Driver Rules

At a minimum, CONTRACTOR'S employees must comply with the following rules for its drivers to uphold ROSEVILLE TRANSIT safety and customer service standards.

- No employee will be permitted to smoke, vape or use any tobacco products within fifty (50) feet of a bus or bus stop.
- No employee will be permitted to eat, or otherwise consume any food or snack products aboard buses or light-duty vehicles at any time while in revenue service. If an employee consumes any food products while in a relief vehicle, they are expected to clean up when done.
- No employee shall consume beverages aboard the bus except water, coffee, or soda, and ONLY in containers with hard covers that will not spill if tipped over.
- No employee shall utilize any device that plays music or amplifies sound aboard buses, including AM/FM radio, phones or other devices.
- No employee, at any time, shall use personal cellular telephones, pagers, or other communication devices, outside of break or mealtimes. This includes ear buds, headphones or watches used to view text messages which could lead to distracted driving. Contact from third parties shall be allowed only through dispatch and no direct contact by drivers shall be permitted.
- Boisterous language, profanity, and incivility to anyone shall not be allowed while in uniform, **on or off duty.**
- Excluding shopping, before or after a work shift, no employee in uniform shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.
- Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift. Drivers shall be responsible for reporting any conditions that the Driver is unable to clean to management so it can be resolved.
- CONTRACTOR employees are responsible for reporting immediately any discovered defects found during the operation of the vehicle.
- CONTRACTOR employees shall conduct a walk-around pre-trip inspection of their vehicle, as well as a post-trip inspection, and report any defects found via the CITY-provided electronic equipment.
- CONTRACTOR employees shall have CONTRACTOR supervisor personnel work cooperatively with CITY maintenance staff to resolve any concerns regarding the safety of a vehicle prior to operating the vehicle in service.
- CONTRACTOR employees shall, at all times, work cooperatively and assist CITY vehicle maintenance staff to keep all vehicles in service.
- Employees may use vehicles only in accordance with their assigned duties. Unauthorized stops at unauthorized locations while traveling to or from the route while driving the revenue service vehicle are prohibited.
- Employees must conduct themselves and operate vehicles in a safer and courteous manner at all times.

- No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by CITY.
- No item longer than five (5) feet shall be allowed on the vehicle unless authorized at the discretion of CONTRACTOR management personnel or their designate.
- No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in joint collaboration between the CITY and CONTRACTOR.
- All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to the police, CITY supervisory personnel, the CITY'S insurance carrier or other person(s) involved in the accident as required by law.
- Any passenger under the influence of an intoxicant, narcotic/drug and who are exhibiting inappropriate social behavior shall not be permitted on the vehicle. A driver, however, shall not refuse service to any passenger prior to receiving permission from CONTRACTOR management personnel or their designate.
- No vehicle shall stop at an unsafe location. Microtransit and Paratransit stops shall be made at a curb or designated safe stop.
- Backing of a vehicle is prohibited unless specifically authorized by an on-duty Dispatcher. Drivers must request the option to back a vehicle from Dispatch prior to beginning the backing process.
- No vehicle shall be operated when its condition is unsafe or otherwise mechanically unreliable.
- CONTRACTOR drivers shall report to Dispatch any graffiti or damage discovered to bus shelters while completing their route. Dispatch personnel take immediate action to remedy the reorted issue via communication with CONTRACTOR management or CITY personnel.
- No CONTRACTOR employee shall operate the wheelchair lift unless he has received the mandated training and/or if there is any doubt about the mechanical condition of the lift or safety of the passenger as a result of using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the OEMs.
- CONTRACTOR employees shall ensure a complete 4-point tie-down process is utilized for all wheel-chair and scooters patrons who are being transported on Roseville Transit vehicles.
- CONTRACTOR employees shall properly utilize all onboard systems including but not limited to the fare box system and recording ridership data in the format required by CITY.
- CONTRACTOR drivers shall not be allowed to leave their vehicle unattended when passengers are on-board. Drivers shall take the key (if applicable) with them when disembarking the vehicle. Doors of unattended vehicles shall be kept closed and locked at all times. Drivers must inform and confirm with dispatch before leaving a bus unattended.
- CONTRACTOR drivers shall provide "hands-on" assistance to disabled riders when boarding and unloading purposes on all services.
- CONTRACTOR divers of the Microtransit and Paratransit service shall assist every passenger during the loading and unloading process.
- CONTRACTOR drivers completing Paratransit service will be required to assist passengers to the door of their destination, when requested, as long as they can keep their vehicle in their sight.
- No vehicle shall be fueled or charged while passengers are on board.
- CONTRACTOR drivers must remain at the fuel nozzle anytime a bus is being fueled.

2.25 Uniforms

CONTRACTOR is responsible to ensure drivers are in full uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type and logo of the uniforms shall be subject to CITY'S advance approval. Drivers shall be required to adhere to uniform requirements approved by CITY and maintain a neat and clean appearance at all times. Failure to comply with this section may result in Liquidated Damages being assessed to the CONTRACTOR.

2.26 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers and operations personnel, and CITY'S vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT.

CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements. CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the driver records category of the Safety Compliance Report. CONTRACTOR must expeditiously correct any deficiencies noted on California Highway Patrol's report, and shall furnish CITY with copies of annual CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to CITY.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR shall be responsible for coordinating with a CITY vendor all fire extinguisher and fire suppression system recertifications each year concerning the building located at 2075 Hilltop Circle, Roseville, Ca. 95747.

CONTRACTOR shall be responsible for the annual recertification and payment of all fire extinguishers aboard CITY owned vehicles. The CONTRACTOR shall notify CITY personnel when this task is complete each year.

CONTRACTOR will require, at a minimum, all Safety-Sensitive personnel and supervisors to participate in all required safety programs and meetings conducted by the CONTRACTOR.

2.27 Marketing, Public Relations and Monitoring Activities

During the term of the AGREEMENT, CONTRACTOR shall not be responsible to undertake or fund any

advertising or promotional activities on behalf of the CITY however, CONTRACTOR shall cooperate with CITY'S advertising or promotional activities by making available in a timely manner, all needed equipment and personnel at no cost or expense to CITY. CONTRACTOR also shall dispense CITY information and publications, respond to patron requests for CITY-approved information, and do all other things to assist and support CITY'S advertising and public information efforts.

CONTRACTOR shall post CITY-provided and approved notices, distribute surveys to passengers, and/ or otherwise provide reasonable assistance in CITY'S monitoring and marketing activities as directed by the CITY.

CONTRACTOR shall not post or otherwise distribute any materials on vehicles unless specifically requested by CITY and CITY shall approve all materials prior to their distribution. Any revenue from posting or other distribution shall be CITY'S.

CITY transit buses have advertising wraps applied throughout the term of the contract. CONTRACTORS will work with advertising vendor to make buses available to the vendor in a timely manner for the application of these wraps

CONTRACTOR shall refer all media requests for information about ROSEVILLE TRANSIT services as defined in the AGREEMENT to the CITY. Under no circumstances shall CONTRACTOR make any contact with the media or offer comment regarding the services identified in the AGREEMENT without written permission from the CITY.

2.28 Road Supervision

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. Road Supervisors shall also assist with reducing and removing transit related vehicle leakages at the CITY Corporate Yard working within CITY Stormwater compliance requirements. At a minimum, a road supervisor shall be available from the beginning of service until the end of the service day, Monday through Saturday, with an on-call supervisor available during all other hours of service.

CONTRACTOR will ensure complete accident kits are available in the Road Supervisor_vehicle.

2.29 Accident, Incident, and Complaint Procedures

The total vehicle miles between all accidents shall be greater than one per 25,000 miles and greater than one preventable accident per 50,000 miles on average. This standard shall be measured quarterly.

All traffic accidents involving CITY vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the CITY. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR will supply CITY with copies of all accident and incident reports and related attachments such as pictures and video within 24 hours of the incident.

The CITY shall be notified in writing by CONTRACTOR of all accidents involving CITY transit vehicles within 24 hours. In cases involving injury or a major accident, CONTRACTOR shall notify CITY Designated Representatives immediately upon receipt by CONTRACTOR of such information.

CONTRACTOR shall develop, implement and maintain formal procedures, subject to CITY review and approval, to respond to emergencies and routine problems that occur from time-to-time during the course of providing transit service. Such occurrences shall include, but are not limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses while in service and route buses operating more than 15 minutes behind schedule.

CONTRACTOR is requested, but shall not be required to have CONTRACTOR employees report public safety incidents observed by them to the dispatcher, who in turn, is requested to refer all such incidents to the proper authorities. Such observed incidents include, but are not limited to: fires, criminal activity, suspicious circumstances, public right-of-way obstructions, natural disasters, and the like. Beyond reporting such incidents, neither the CONTRACTOR nor any of CONTRACTOR'S employees shall have any responsibility of any kind or character to act further with respect to them.

CONTRACTOR will log all complaints received and escalate complaints as appropriate to CITY and CONTRACTOR management staff for investigation. The investigation of each complaint will be documented. Investigations may include interviews with the operator and the passenger/caller, review of recorded phone or radio communications, and/or review of recorded video clips.

CITY and CONTRACTOR will communicate the results of the investigation and resolution of complaints. A minimum of two (2) attempts to contact the person who filed the complaint will be made and documented unless the customer has indicated that they do not require a response to their complaint.

Likewise, compliments will be documented and shared as appropriate (recognition programs of employees).

2.30 Division Operation Offices

Except for items expressly identified to be provided and/or maintained by CITY, CONTRACTOR shall provide and maintain all operations office and control room furnishings and equipment required to provide ROSEVILLE TRANSIT services. CONTRACTOR shall provide and maintain computers, maps, information boards, official time clock and the like to properly conduct day-to day Transit business. CONTRACTOR shall provide equipment and software as requested by CITY.

2.31 Facility Cleaning

CONTRACTOR shall be responsible for maintaining a clean business environment, in support of CITY provided sweeping, dusting, emptying of trash receptacles in the operations office, training room, rest rooms and storage areas. If major repairs are required, CONTRACTOR shall notify CITY.

2.32 Reports; Records; Books; Inspection

CONTRACTOR shall collect, record, and report all operational data required by the CITY in a format

approved by the CITY. Such data shall include, but not be limited to, data necessary to comply with the National Transit Data Base requirements of the Federal Transit Act, and with Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended. Operational data shall include but are not limited to: passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accident and incidents, complaints and compliments, stop call out logs, passenger boarding and alighting data and route deviation notices.

CONTRACTOR shall collect information daily concerning vehicle activity of the "on demand" response system, route driver's manifest, dispatch log, out-of-service log and/or other forms as developed by CONTRACTOR and approved by CITY.

CONTRACTOR and CITY personnel will review all reporting processes on a semi-yearly basis to ensure all required data is being captured. Changes will be made to the reporting system as mutually agreed upon by the CONTTRACTOR and CITY personnel.

CONTRACTOR shall collect, record and report to the CITY on a quarterly basis all accounting data for the ROSEVILLE TRANSIT operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to CITY within one month after the close of the applicable quarter. CONTRACTOR shall also provide a quarterly statement of accident data and loss experience including accident and preventable accident data, claims made, claims settled and pending, and any loss reserve specific to the ROSEVILLE TRANSIT project.

CONTRACTOR shall make available daily logs, reports and summaries for CITY review by 3 p.m. of the next business day following data collection. Monthly reports shall be submitted to CITY no later than the 10th day of the following month. CITY retains the right to request additional data as needed.

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by CITY. Original documents or certified copies shall be maintained locally at a place that shall be subject to CITY approval. During the term of AGREEMENT, CONTRACTOR shall maintain its accounting records as they relate to the programs identified in AGREEMENT consistent with Generally Accepted Accounting Principles and in CITY-approved format. Services provided under AGREEMENT shall conform to all the requirements of Federal, State, and/or local regulatory agencies, including the California Highway Patrol, California Public Utilities Commission, and U.S. Department of Transportation, if applicable. CONTRACTOR shall not disseminate ridership, fare box, or other data or information to any party without prior written approval form CITY or as required by law.

Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. Further, any duly authorized representative(s) of CITY shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance

with the provisions of this AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

2.33 Pending Projects and Service Changes

The City of Roseville is a growing community. Projections indicate that all modes of service may be expanded during the term of this contract. The City of Roseville reserves the right to increase and/or decrease the level of operations. If operational revenue hours exceed fifteen percent (15%) of expected hours, CONTRACTOR will be offered the opportunity to renegotiate the terms of the contract.

2.34 System Recommendations

CONTRACTOR shall continually monitor ROSEVILLE TRANSIT operations, facilities and equipment and shall, from time-to-time and as warranted, advise CITY and make recommendations based on observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

2.35 Standard Operating Procedures Manual

CONTRACTOR shall work to create an Standard Operating Procedures (SOP) Manual to provide documentation of procedures used at this site for the operations and management of Roseville Transit. A draft document shall be provided to the CITY for review within one year of the contract award date. A final version of the SOP Manual that is acceptable to the CITY shall be provided by the CONTRACTOR within 18 months of the contract award date.

3. CONTRACTOR DUTIES AND RESPONSIBILITIES – CITY VEHICLES AND EQUIPMENT

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with use of CITY vehicles and equipment.

3.1 Inventory

CITY and CONTRACTOR agree to prepare a joint written inventory of all CITY-provided equipment and supplies. This inventory shall be conducted annually. CONTRACTOR shall be responsible for returning the vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.

3.2 Safety

CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the driver records category of the Safety Compliance Report. CONTRACTOR must correct any deficiencies noted on California Highway Patrol's report.

3.3 CITY Vehicles and Equipment

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in Attachment G - CITY_PROVIDE TRANSIT SYSTEM VEHICLES and Attachment H – CITY-

PROVIDED OFFICE EQUIPMENT, and that each and every item has been received in good working condition. In the event that CITY provides CONTRACTOR with additional buses and/or equipment at future times, these EXHIBITS shall be amended in the manner provided herein above for amendments to this AGREEMENT and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to CONTRACTOR.

The CITY has recently acquired Electric Buses and will continue to obtain additional EV vehicles to operate Roseville Transit Services. CONTRACTOR will ensure all personnel are fully trained to maintain, charge and otherwise operate all new electrical vehicles purchased by the City.

CONTRACTOR shall use due diligence to maintain CITY'S vehicles in a clean, orderly, and safe manner and in accordance with CITY standards. CITY shall have the right to inspect at all times CITY- provided vehicles and equipment to verify CONTRACTOR compliance with the foregoing. This provision shall also apply to any vehicles and equipment, including leased vehicles and equipment, used by CONTRACTOR for backup services. CONTRACTOR is financially responsible for the cost of repairing or replacing any physical or mechanical damage caused by CONTRACTOR negligence and not caused by CITY. CITY shall be responsible for making repair or replacement.

CONTRACTOR will be responsible to supply tablets at their expense on all Microtransit and Paratransit buses in order to operate the on-demand SCHEDULING system.

Upon termination of this AGREEMENT, CONTRACTOR shall return all CITY-owned equipment to CITY, with no damage, less reasonable wear and tear.

3.4 Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

CONTRACTOR shall be responsible for the cost of all repairs to CITY vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing the necessary repairs.

All repairs to CITY transit vehicles shall be performed by CITY fleet maintenance staff or by other vendors and suppliers designated by the CITY, except that CONTRACTOR may make minor cosmetic repairs in a workman-like manner which would normally be performed during cleaning and detailing of a vehicle.

CONTRACTOR shall promptly report vehicle damage to the CITY fleet maintenance department. When CITY determines that unreported vehicle or equipment damage is the responsibility of the CONTRACTOR, it shall notify the General Manager or other designated on-site CONTRACTOR representative. As soon as is practicable, but in all cases within 24 hours after notification, the CONTRACTOR representative shall review the damage. CITY shall then complete the work, document the repair or replacement on a work order, and CONTRACTOR shall be responsible for the cost of repairs in accordance with the provisions of the AGREEMENT of which this Appendix is a part.

CONTRACTOR is responsible for the cost of all repairs to CITY property and equipment to correct loss or damage due to collision, abuse or neglect by CONTRACTOR employees. Cost of repair shall include all parts, labor, and/or other costs associated with completing the necessary repairs. If a vehicle must be towed due to CONTACTOR negligence, it should be done so based on the type of vehicle (example: Diesel versus Electric).

3.5 Vehicle Inspection, Cleaning and Servicing

CONTRACTOR shall maintain CITY transit vehicles in a clean and neat condition at all times. The interior of the vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials. Biohazard cleaning will be completed in compliance with the standard operating procedures.

CONTRACTOR shall perform daily vehicle inspections and servicing on all CITY transit vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to: exterior fueling and/or charging; engine oil and coolant check/add; farebox vault probing and dumping of fare; wheelchair lift check; and brake check; light (including brights) and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects.

CONTRACTOR shall develop, implement, maintain and utilize a written checklist for the daily, weekly, and on-going servicing of each vehicle. This checklist(s) requirement may incorporate or supplement CHP required driver's via an electronic pre-trip and post-trip safety inspections. The checklist(s) shall be subject to CITY approval, kept on file for the CITY and the California Highway Patrol, and shall include the items described above and including, but not limited to the following:

Daily Servicing. All vehicles that have been in revenue service shall have the following items performed on a nightly basis:

- Check to ensure no passengers are left on the bus upon returning to the Yard
- Floor Cleaning. Using brooms, sweep the complete interior of each vehicle starting in the back and working to the front. Sweep trash from step wells into an appropriate trashcan.
- Look for any items left by passengers during the service day. The driver should turn found items into Dispatch, who should follow the Lost & Found procedures established by CONTRACTOR management personnel.
- Trash Receptacle. Empty the trash receptacle located near the front of each vehicle.
- Dusting. Wipe clean the dashboard, farebox and all operator controls.
- Vandalism/Graffiti Inspection. Inspect the vehicle interior to assure that no seat damage or graffiti exists. Seats that are found damaged should be reported to the CITY at the time observance. No vehicle shall be put into revenue service with visible graffiti.
- Seat Securement. Inspect individual seat inserts to assure proper securement to the seat frame. If the seat is not secure, report it to CITY at the time of observance.
- Lights. All lights including high beams, will be checked daily upon route pre-trip.
- Wheelchair Lift. The wheelchair lift on each vehicle shall be cycled one complete cycle prior to departure from CITY'S corporation yard each day. If the wheelchair lift fails to complete the cycle, the failure must be reported to the CITY and the vehicle repaired and/or another one assigned.
- Remove Graffiti. Any graffiti on interior or exterior of any vehicle shall be removed immediately. CONTRACTOR shall obtain approval of all graffiti removal materials prior to their use. No vehicle shall be allowed to begin its service day with graffiti visible.

Weekly Servicing:

- Exteriors of all CITY transit vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week.
- CONTRACTOR shall submit a monthly report into the Shared Drive to the CITY verifying each vehicle has been cleaned both inside and outside on a weekly basis.
- In addition to maintaining daily and weekly cleaning, servicing and washing checklists, CONTRACTOR shall complete and submit an email to CITY fleet maintenance staff describing vehicle defects that require fleet maintenance inspection or repair. CITY Alternative Transportation personnel shall be included on such emails when sent.

3.6 Bus Washing Program

CONTRACTOR is required to provide staff personnel each Saturday and Sunday to complete weekly bus washing. In addition to this regularly scheduled weekend bus washing, the CONTRACTOR must fully comply with the terms of this section by providing additional bus washing as required by CITY to maintain a clean, inviting appearance including but not limited to the following:

- Exterior washing. Bus exteriors shall be washed no less than once a week, or as often as needed, and shall include bus body, all windows and wheels. Washing the bus will be completed via the 'drive through' bus wash or manually if the bus wash system is inoperable. The bus wash uses re-circulated water and can be used on a daily basis, if needed. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.
- Mop Floors. Floors shall be damp-mopped, starting at the back of the vehicle and working forward, assuring that wheel-well inner extensions and the step well is mopped. Use of excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- Wash Wheels. Wheels shall be degreased and rinsed clean.
- Clean Operator's Compartment. Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping the dashboard, operator's seat and all operator's controls.
- Clean Inside Windows. Using the cleaner approved for use only on windows, the interior of all windows shall be sprayed, squeegeed clean and wiped dry with a cloth. Windows include windshield, door windows, and interior mirrors.
- Clean Side Panels/Ceilings and seat frames and backs.
- The City reserved the right to conduct random inspection of vehicles to verify cleanliness standards. If a vehicle does not meet these standards, the City may request that it be temporarily removed from service for immediate cleaning prior to returning to operation.

3.7 Road Calls

CITY fleet maintenance staff will respond to road calls to assist with disabled vehicles upon request by CONTRACTOR. CITY will document the road call on a work order and provide CONTRACTOR with a copy if required. CONTACTOR shall provide a Communications Log to CITY via the Shared Drive. If the road call is determined by CITY to be caused by collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of the road call shall be deducted from payment to CONTRACTOR in accordance with the provisions of the AGREEMENT of which this Appendix is part.

CITY maintenance staff shall authorize all towing of CITY transit vehicles, except that towing may be performed by the most expedient source at the direction of law enforcement or when otherwise necessary to eliminate a potential hazard. If towing is determined by CITY to be required due to collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of towing shall be deducted from payment to CONTRACTOR in accordance with the provisions of the AGREEMENT of which this Appendix is part.

A towed vehicle shall be transported in accordance with the vehicle type (example: Diesel versus Electric).

3.8 Vehicle Delivery

CONTRACTOR shall provide the delivery of vehicles to CITY designated suppliers for repair and servicing as requested by CITY maintenance staff. Except when delivery is required to repair damage as described in Section 3.4 herein above, CONTRACTOR shall be entitled to reimbursement for vehicle delivery services at the rate specified in the AGREEMENT of which this Appendix is part.

No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by CITY to be due to collision, vandalism, theft, or abuse unless such collision, vandalism, theft, or abuse is a result of CITY personnel.

3.9 Vehicle Fueling and Charging

CONTRACTOR employees shall adhere to any and all accounting, administrative and operating procedures required by CITY in connection with all fueling and charging operations.

4. CONTRACTOR DUTIES AND RESPONSIBILITIES – BUS STOP SHELTERS

CONTRACTOR shall maintain CITY bus stops that are equipped with shelters in a clean and inviting condition at all times. CONTRACTOR employees shall be instructed to spot check and remove litter from shelters as time allows, and to report cleaning, maintenance and repair needs immediately to the operations office. CONTRACTOR employees shall respond to cleaning needs as required, and shall report maintenance or major repair needs to CITY.

4.1 Bus Stop Shelter Cleaning and Schedule

CONTRACTOR shall establish and maintain a regular cleaning and inspection schedule and log for each bus stop shelter location listed Attachment I which may be revised by CITY from time to time. Shelters and surrounding areas shall be thoroughly cleaned and inspected in accordance with a predetermined to maintain a clean and inviting appearance. CONTRACTOR shall drop completed Bus Shelter Cleaning list into Shared Drive on a monthly basis noting when and what shelters where cleaned.

Thorough cleaning includes, but is not limited to:

- Removal of litter and graffiti;
- High pressure "power" washing of shelters, benches, trash receptacles;
- High Pressure "power" washing of the concrete pad or sidewalk area immediately in front of and within 10 feet on all sides of the shelter;
- Removal of excess water in accordance with CITY Wastewater and Stormwater Pollution Prevention Plan.
- Post-cleaning replacement of City promotional materials if requested: and,

- Inspection of the shelter to determine maintenance and repair needs.

4.2 Bus Shelter Cleaning Equipment and Materials

CONTRACTOR shall be responsible to provide all equipment and materials needed for cleaning as described herein, except for equipment specifically identified as provided by CITY: CITY provides a trailer mounted power washer for CONTRACTOR use in cleaning transit shelters.

4.3 Bus Shelter Cleaning Permits and Authorizations

CONTRACTOR shall obtain any required authorizations or permits to work on private property or in the public right-of-way while cleaning shelters, and for any liability or damage incurred in the course of cleaning shelters. CITY provides hydrant permits when required.

4.4 Implementation Plan

CITY'S CONTRACTOR will provide a detailed Implementation Plan following award of a contract. This plan shall at the very least, address the sequence of activities and procedures that will be followed to ensure the smooth start-up of the service including, if necessary, transition from another operator. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to continue a successful ROSEVILLE TRANSIT operation. The Implementation Plan must provide for continuous ROSEVILLE TRANSIT operations with no disruption to existing CITY services.

B. SOUTH PLACER TRANSIT INFORMATION CALL CENTER

1. Overview - South Placer Transit Information Center ("CALL CENTER")

The CALL CENTER, an award-winning operation, is a dynamic environment which responds to customers' needs as prescribed by the Placer County Transportation Planning Agency (PCTPA), The Western Placer Consolidated Transportation Services Agency (WPCTSA), and the Transit Operators Working Group (TOWG) to help customers gain and maintain their mobility. The CALL CENTER offers a consolidated "one stop shop" which serves as the centralized location for booking on demand Microtransit and Paratransit trips for Auburn Transit, Lincoln Transit, Placer County Transit and Roseville Transit. The CALL CENTER also provides patrons with regional alternative transportation information. Each transit agency, however, oversees their own dispatch function to ensure modifications are made as required for their local drivers and passengers.

As the lead agency designated to house and administer CALL CENTER operations, the CITY intends to employ a CONTRACTOR to operate the CALL CENTER. The CONTRACTOR will be responsible for all staffing, including hiring, training, managing and supervising representatives for call intake, scheduling of Microtransit and complementary Paratransit ADA trips, in addition to assisting callers with regional alternative transportation information. Additionally, CONTRACTOR shall offer ongoing training for CALL CENTER reservationists to offer consistent and excellent customer service, as well as stay apprised of all new regional information and technology as it becomes available. CALL CENTER personnel shall educate callers on various programs designed to enhance mobility and travel options..

2. CITY Duties and Responsibilities

CITY shall perform the duties described in Sections 2.1 – 2.7 below. To the extent reasonable, CONTRACTOR and/or WPCTSA member agencies shall assist City in this regard.

2.1 Selection and Oversight of CONTRACTOR

CITY shall select and enter into a contract with CONTRACTOR for operation of the CALL CENTER and shall provide contract oversight of CONTRACTOR's performance.

2.2 Liaison with Local Jurisdictions, Agencies, and Citizens Groups

CITY shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies and citizens groups.

2.3 Coordination with WPCTSA and TOWG

CITY shall be responsible for developing and monitoring customer service and performance standards, reporting and budget activities for the CALL CENTER in coordination with the WPCTSA and the TOWG.

2.4 Advertising and Promotion

CITY shall prepare, schedule, distribute and pay for all advertising and promotional materials designed to inform the public about CALL CENTER operations and new programs. Advertising may include, but is not limited to, print media, internet, television and/or radio.

2.5 Division Operations Office

CITY shall provide and maintain, including but not limited to sweeping, dusting, and emptying trash receptacles within the CALL CENTER operations facility located at 2075 Hilltop Circle, Roseville, CA. The facility includes an adequate parking area and restrooms for CONTRACTOR and CITY employees.

2.6 Office Space

CITY shall provide office space for the operation of the CALL CENTER and shall perform any needed capital or tenant improvements necessary to accommodate CALL CENTER personnel.

2.7 Supplies, Equipment, and Furniture

CONTRACTOR shall provide all supplies and equipment that is required to operate the CALL CENTER except for any CITY provided items. CITY provided items include, but are not limited to: Chairs, Workstations, Passenger scheduling system, telephone system, telephone recording/logging system, PBX/VOIP customer relationship management software, wall monitors and headsets. CONTRACTOR provided equipment may include, but is not limited to, work computers, firewalls, printers, copiers, office supplies and internet service. CONTRACTOR shall remain current on all software licensing and keep all office equipment and technology in good working order.

3. CITY'S CONTRACTOR Duties and Responsibilities

CITY'S CONTRACTOR shall be contractually obligated to perform the duties and accept the responsibilities set forth below:

- Perform contracted activities in coordination and cooperation with CITY on matters related to operations, monitoring, reporting and meeting Key Performance Indicators (KPI's).
- Develop, implement and maintain daily and monthly schedules which shall identify staff members and their assigned shifts and work assignments to handle passenger calls for Microtransit and Paratransit trip reservations, calls for general regional transportation information, and referrals to the CITY for application processing of Americans with Disabilities Act (ADA) eligible persons and Mobility Training.
- Meet the objectives of providing quality transportation CALL CENTER services which includes efficiently booking trip reservations overall, along with efficiently booking non-emergency Microtransit and Paratransit trips across Western Placer County and improving the efficient use of existing services.
- Provide CITY with agreed upon weekly, monthly and quarterly reports for review by the

PCTPA, WPCTSA and/or TOWG;

- Work with CITY staff to continue, expand, and update current CALL CENTER operations to include all participating transit agencies as directed; and work with CITY to continue and expand current operations as prescribed by the WPCTSA.

3.1 CALL CENTER Employee Selection and Supervision

CITY'S CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform all CALL CENTER operations. CITY'S CONTRACTOR responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and employee discipline, including termination.

CITY'S CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. CONTRACTOR shall perform normal employment, criminal background checks, pre-employment drug screens of all employees associated with the agreement entered into between CITY and CONTRACTOR and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

CITY reserves the right to ask for the removal of any employee from service within the CALL CENTER operation. This can be done at the sole discretion of the CITY.

CITY'S CONTRACTOR shall always comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

3.2 Bi-Lingual Personnel and Training

CONTRACTOR shall make every effort to recruit bi-lingual personnel for reservationist and supervisor positions. CONTRACTOR shall implement within 120 days after the start of the contract term, a keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating to Limited English Proficiency (LEP) transit system users as identified in the City of Roseville Title VI Program Language Assistance Plan, as may be updated periodically. CONTRACTOR will comply with CITY specified Title VI goals.

CITY shall provide and pay for access to a LEP interpreter line to assist with those patrons who require such assistance.

3.3 CALL CENTER Staffing

CITY'S CONTRACTOR shall employ executive, dedicated on-site management, administrative, supervisory and operational personnel to provide the necessary staff for management, operation and technical services to responsibly and efficiently operate the CALL CENTER. CONTRACTOR shall be responsible to maintain a consistent level of excellent customer service and make appropriate related changes in staffing levels as required.

CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources to handle passenger information of telephone calls, reservations, and trip scheduling. This schedule shall identify work assignments and shift times.

3.4 CALL CENTER Staffing – Reservationists

CITY'S CONTRACTOR shall provide lead reservationist and reservationists who have the capacity to process current call volume of 3,500 call or more per month and to handle increases in service hours and call volume at approximately 5% per year. CALL CENTER operating hours are from 8:00 am – 5:00 pm seven days per week, 52 weeks per year, with closures on 'major holidays' which will be provided to the CONTACTOR. CALL CENTER operating hours may be adjusted at the CITY'S discretion per CONTRACTOR recommendation and/or in cooperation with the TOWG to accommodate call volume and/or new programs.

Lead reservationists, reservationists, and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, phone operations procedures. Said training should be done on an annual basis, with a copy of the completed training provided to the CITY. Ongoing training and retraining shall be based on a variable hourly cost which should be included in the CONTRACTOR's cost proposal.

Additional training should include areas relating to data gathering, accident/incident procedures, fares, bus and demand response schedules and service, information referrals, mobility training referrals, ADA regulations regarding trip reservations, reservation procedures, operating policies and all other programs as prescribed by WPCTSA member agencies. The CALL CENTER will operate in such a way as to comply with all applicable sections of 49 CFR 37.

3.5 CALL CENTER Reservationists Training Requirements

Training for reservation staff must include, but is not limited to, the following:

- Telephone etiquette and customer service skills;
- Administrative and operating policies for participating agencies pertinent to providing excellent customer service;
- Reservation procedures to respond to passenger requests to book trips with participating transit agencies using CITY provided software;
- Scheduling trips in accordance with the Americans with Disabilities Act (ADA) required operating standards for complementary Paratransit service, including passenger screening for ADA eligibility;
- Bus travel time on participating agencies for Microtransit, Local fixed route and Commuter bus service.
- Fare structures and discount information for all participating agencies and the ability to access fare information quickly;
- Regional Microtransit, Paratransit, Local route and Commuter service schedules and services and the ability to access schedule and service information quickly;

- Dispatching assistance as necessary to maximize route efficiency, information and services referrals to other agencies as required;
- Alternative Transportation information in general;
- Complaint procedures/referrals to participating transit agencies as required;
- Accident/Incident procedures;
- Bus trip planning;
- Fare distribution as prescribed by the WPCTSA and/or TOWG to eligible social service agencies;
- Database maintenance regarding ADA eligible passengers and all information necessary for monthly, quarterly and annual performance and National Transit Database ("NTD") reporting.

3.6 Telephone Information and Reservation System

CITY'S CONTRACTOR shall utilize transportation CALL CENTER telephone lines solely to respond to incoming calls from the general public and/or social service agencies for the purposes of requesting demand response service, reservations service information, requests for public transportation information, and transit options in South Placer County. These phone lines shall be exclusively dedicated to the CALL CENTER reservation and information system. CITY'S CONTRACTOR shall advise City if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of calls in queue. CITY'S CONTRACTOR shall coordinate with the CITY on a semi-monthly basis, or more frequently if necessary, to evaluate call volume. CITY'S CONTRACTOR shall respond to reservation and/or information requests from hearing impaired callers with TDD equipment, or the use of the California Relay Service for communication with hearing impaired customers. CITY'S CONTRACTOR shall follow the CITY'S Language Assistance Plan contained in the City of Roseville Title VI Program (Attachment K) to help Limited English Proficiency (LEP) customers served by this plan make reservations and/or obtain transit information.

3.7 SCHEDULING SYSTEM

The CITY shall provide the Passenger SCHEDULING SYSTEM to be used by the CONTRACTOR for daily booking of Microtransit and Paratransit passengers. The SCHEDULING SYSTEM will be utilized to reserve rides for Auburn Transit, Placer County Transit and Roseville Transit services. The CALL CENTER receives approximately 3,500 calls on a monthly basis, with an expected 5% yearly increase in call volume. This SCHEDULING SYSTEM will interface with the ROSEVILLE TRANSIT dispatch office and other regional dispatch offices at participating agencies as deemed necessary by those agencies. All data and information contained within the SCHEDULING SYSTEM and on CITY and CONTRACTOR computers related to all participating transit agencies shall be the property of the CITY.

3.8 CALL CENTER Service Standards – General

CITY'S CONTRACTOR shall respond to telephone, TDD, email and/or faxed requests for Microtransit and Paratransit service and general transit information on a "real-time" demand-response basis.

CONTRACTOR shall also accept telephone, TDD, email, online, and/or faxed requests for advanced reservations for participating agencies Microtransit and Paratransit service as determined by each operator. Advance reservation trips will be scheduled on a first come first serve basis as capacity allows. However,

the CITY'S CONTRACTOR must adhere to all ADA booking requirements noted in 49 CFR 37.

CONTRACTOR shall forward calls for same day trips and cancellations to the appropriate transit operator.

CONTRACTOR shall also accept subscription or re-occurring trip reservations (provision of repetitive trips over an extended time period without requiring that individuals call to request reservations for each trip) as determined by each participating transit agency.

CITY'S CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity, while emphasizing excellent customer service. Recognizing that the goals of productivity and service quality may conflict at times, performance standards (KPI's) as prescribed in the following section must be established in a manner to be reasonably attainable by CITY'S CONTRACTOR, fair to the customer and consistent with all participating transit agency's expectations. Other performance standards may be added as mutually agreed upon by the TOWG, and a customer survey mechanism may be used on occasion to measure customer satisfaction levels.

3.9 Telephone Information and Reservation Key Performance Indicators

CITY'S CONTRACTOR will strive to meet the key performance indicators (KPI) established by the CITY and the TOWG as follows:

- Less than one and a half (1.5) telephone call abandoned by the caller per (twenty) 20 completed calls. (A call is usually considered abandoned if the call is terminated while it is in the "Next Call Waiting Queue" or while it is "On Hold").
- Ninety (90%) percent of all phone calls shall be answered within ninety (90) seconds.
- Ninety-five (95%) percent of all phone calls shall be answered within three (3) minutes.
- One hundred (100%) percent of all phone calls shall be answered within six (6) minutes.

CITY'S CONTRACTOR, CITY, and the TOWG members shall meet periodically to evaluate performance of the system based upon these KPI's. If the KPI's are not fulfilling the intended purpose of providing excellent customer service while maximizing efficiency of the CALL CENTER and demand response service, they shall be adjusted based upon recommendations made by CITY'S CONTRACTOR with concurrence and final decision by CITY and the TOWG. CITY shall take all reasonable actions requested by the TOWG to work with CONTRACTOR to correct deficiencies in meeting the KPI's.

3.10 Implementation Plan

CITY'S CONTRACTOR will provide a detailed Implementation Plan following award of a contract. This plan shall at the very least, address the sequence of activities and procedures that will be followed to ensure the smooth start-up of the service including, if necessary, transition from another operator. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to continue a successful CALL CENTER operation. The Implementation Plan must provide for continuous CALL CENTER operations with no disruption to existing CITY and other member agency services.

Form 6								
Rates and Grand Total Cost								
PROPOSER								
Total Fixed Fee Transit	Total Fixed Call Center	Total Variable Transit	Total Variable Call Center	Total Cost	Variable Cost Per Hour Transit	Variable Cost Per Hour Call Center*	Total Cost Per Hour
$ 2,204,755.29	$ 90,000.00	$ 3,709,215.27	$ 326,525.80	$ 6,330,496.35	$ 61.59	$ 34.74	$ 105.11
$ 2,257,407.00	$ 95,526.97	$ 4,034,511.31	$ 331,811.97	$ 6,719,257.25	$ 66.00	$ 35.30	$ 109.92
$ 2,459,598.65	$ 103,685.72	$ 4,388,407.22	$ 341,442.28	$ 7,293,133.86	$ 70.73	$ 36.32	$ 117.55
$ 2,567,223.28	$ 110,255.78	$ 4,723,104.62	$ 354,680.89	$ 7,755,264.56	$ 75.00	$ 37.73	$ 123.15
$ 2,641,183.83	$ 115,637.29	$ 5,013,074.10	$ 363,898.59	$ 8,133,793.82	$ 78.43	$ 38.71	$ 127.25
$ 2,660,870.63	$ 121,965.93	$ 5,412,967.37	$ 383,138.86	$ 8,578,942.79	$ 83.43	$ 40.76	$ 132.23
$ 2,755,875.37	$ 127,677.11	$ 5,704,465.40	$ 392,642.87	$ 8,980,660.76	$ 86.62	$ 41.77	$ 136.38
$ 2,858,646.31	$ 133,747.43	$ 6,011,400.85	$ 403,845.27	$ 9,407,639.86	$ 89.94	$ 42.96	$ 140.75
$ 2,957,456.65	$ 140,128.32	$ 6,344,549.55	$ 414,329.88	$ 9,856,464.40	$ 93.52	$ 44.08	$ 145.28
$ 3,065,456.53	$ 146,961.45	$ 6,699,794.66	$ 424,886.53	$ 10,337,099.16	$ 97.29	$ 45.20	$ 150.12

* based on 9,400 billable hours

PROPOSER	
Total Annual Cost	
Startup	$ -
Year 1	$ 6,330,496.35
Year 2	$ 6,719,257.25
Year 3	$ 7,293,133.86
Year 4	$ 7,755,264.56
Year 5	$ 8,133,793.82
Option Year 1	$ 8,578,942.79
Option Year 2	$ 8,980,660.76
Option Year 3	$ 9,407,639.86
Option Year 4	$ 9,856,464.40
Option Year 5	$ 10,337,099.16
Grand Total	$ 83,392,752.80

Planned Service	Revenue Hours
Year 1	60,225
Year 2	61,128
Year 3	62,045
Year 4	62,976
Year 5	63,921
Option Year 1	64,879
Option Year 2	65,853
Option Year 3	66,840
Option Year 4	67,843
Option Year 5	68,861

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.4
File #: 0900-04-02 & 0201-01
Item ID: 2025-637

Title:	Blue Oaks Boulevard Roadway and Bridge Widening Project - Budget Adjustment
Contact:	Nick Bumb 916-746-1313 nfbumb@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment to allocate $3.2 million in federal funding to the Blue Oaks Boulevard Widening Project, currently in design. The project will widen Blue Oaks Blvd. from Diamond Creek Blvd. to Highway 65 to its ultimate 8-lane configuration, including a new 4-lane bridge over Industrial Avenue and Union Pacific Railroad. Construction is anticipated to begin in 2027. The project is currently funded by FY2021-22 General Fund year-end budget surplus, and construction will be funded with any remaining design funds and Traffic Mitigation Fee funds.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $3.2 million for the Blue Oaks Boulevard Roadway and Bridge Widening Project.

BACKGROUND

The Blue Oaks Boulevard Roadway and Bridge Widening Project is located between Diamond Creek Blvd and Highway 65 within the Northwest Industrial Specific Plan area. This segment of Blue Oaks Blvd currently varies between 7 and 4 total lanes. As part of the 2035 General Plan, this section of Blue Oaks Blvd was identified for widening to address increased traffic demand due to development activities.

The project consists of widening approximately 1.5 miles of roadway along Blue Oaks Blvd to its ultimate 8-lane configuration starting approximately 500 feet west of Diamond Creek Boulevard and continuing east to approximately 1,000 feet east of Washington Boulevard and includes a new 4-lane bridge spanning Industrial Avenue and Union Pacific Railroad (UPRR).

In March 2024, $3.2 million of federal funding for design was directed to the project through the Congressional Directed Spending process, as part of the H.R. 4820 – *Transportation, Housing and Urban Development, and Related Agencies Appropriation Act*, *2024*. This funding will supplement the General Fund resources already budgeted and Traffic Mitigation Fee funds planned for the project through the construction phase.

The project is currently in the design and environmental phases, including coordination with Caltrans for improvements within existing state right of way. Construction is anticipated to begin in 2027.

FISCAL IMPACT

The project is currently funded with General Fund resources from the FY2021-22 year-end budget surplus. This budget adjustment adds $3.2 million of federal funds to the project. Remaining General Fund resources in the project will be used toward construction, along with planned Traffic Mitigation Fee Funds.

ENVIRONMENTAL REVIEW

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

The budget adjustment for the Blue Oaks Boulevard Roadway and Bridge Widening Project meets the above criteria and is not subject to CEQA. No additional environmental review is required. Staff will return to Council with environmental review of the Project at a later date.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Nick Bumb, Associate Engineer

Jason Shykowski, Public Works Director

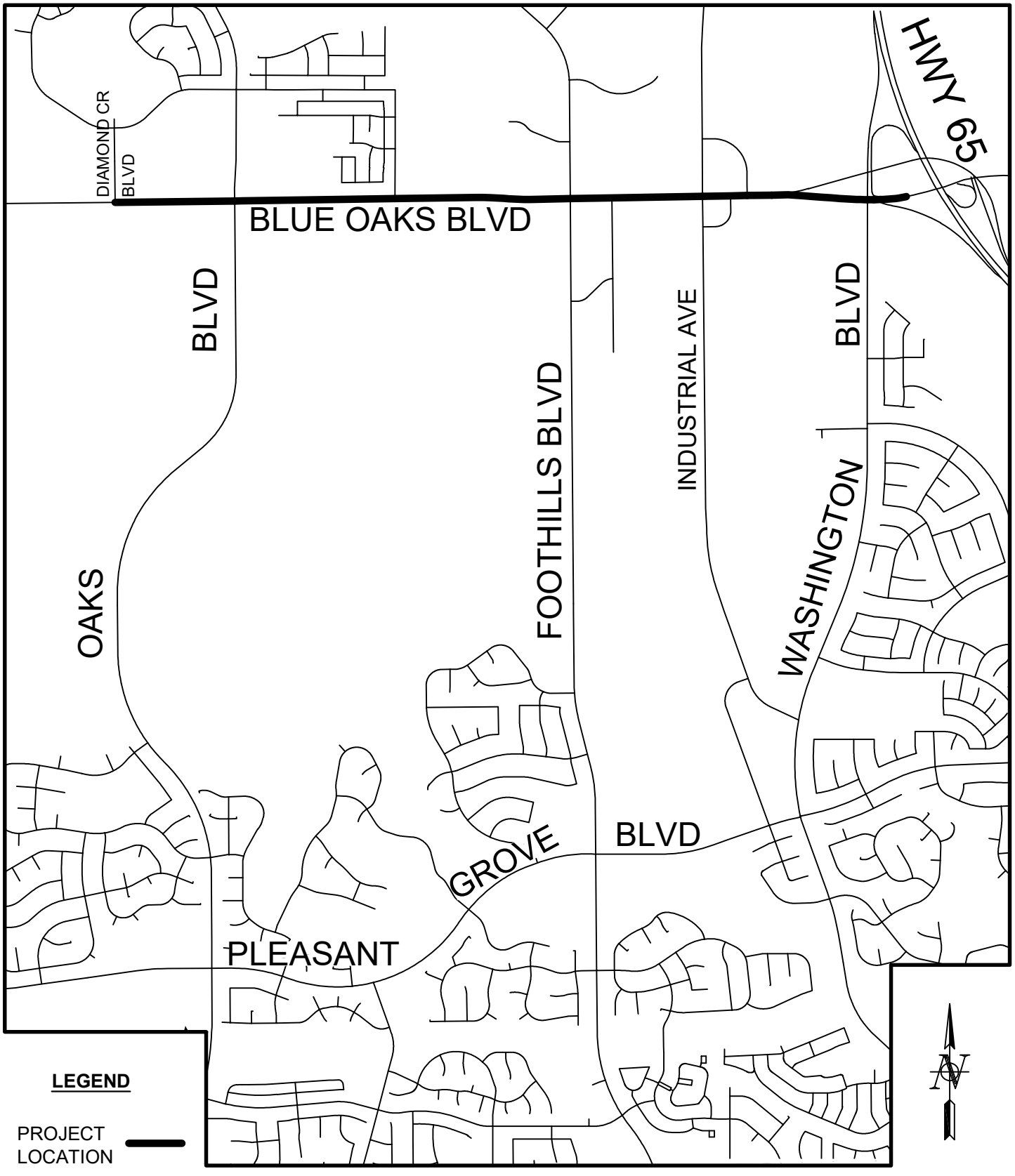
ATTACHMENTS:

1. Blue Oaks Widening Location Map
2. Ordinance 6988

REVIEWERS:

Nick Bumb, Public Works Department - Engineering - City Project's	Created/Initiated - 8/25/2025
Jerome Pastor, City Clerk Department	Approved - 8/26/2025
Jesse Khatkar, Public Works Department - Engineering - Traffic Engineering	Approved - 8/27/2025
Noah Siviglia, Public Works Department - Engineering - Traffic Engineering	Approved - 8/28/2025
Stefanie Kemen, Public Works Department - Engineering - Traffic Engineering	Approved - 8/28/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 8/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Clerk Department	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

BLUE OAKS BOULEVARD ROADWAY AND BRIDGE WIDENING PROJECT LOCATION MAP



ORDINANCE NO. 6988

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 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 2025-26, is hereby amended as listed on the attached budget adjustment for the Blue Oaks Boulevard Roadway ad Bridge Widening 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 05/29/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Nicolas Bumb, Associate Engineer	FISCAL YEAR:	2025-26
PREPARER NAME & TITLE:	Daniel Leonardich, Management Analyst II	ORDINANCE:	
DEPARTMENT/DIVISION:	Public Works - Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	6587	84001	500322	3,200,000	Increase project budget to match federal grant
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				3,200,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	500322	3,200,000	Increase federal grant award revenue
REVENUES/TRANSFERS IN TOTAL				3,200,000	

NET ADJUSTMENT	-	

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:

The Public Works Department is requesting this budget adjustment to increase the budget for the Blue Oaks Boulevard Widening Project (500322) in the Grants Fund (2270). This adjustment reflects the updated federal Community Project Funding Congressional District Spending (CPFCDS) funds.

The project scope includes widening approximately 1.5 miles of Blue Oaks Boulevard between Washington Boulevard and Foothills Boulevard to expand capacity and improve traffic flow. Planned improvements include additional travel lanes, upgraded traffic signals, ADA-compliant curb ramps, and enhanced bicycle and pedestrian facilities. The project supports regional mobility goals and addresses congestion in a key east-west corridor of the City.

The current project budget is $4,000,000. With this adjustment, the revised project budget will total $7,200,000.

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.5
File #: 0721-01
Item ID: 2025-642

Title:	2025-2030 Short Range Transit Plan Adoption
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

SUMMARY

Staff recommends approval of the Roseville Transit updated five-year Short Range Transit Plan (SRTP). This updated plan is for years 2025 through 2030. The plan provides a multi-year guideline for operations and capital investment strategies to better address changing transit needs. Adoption of the updated plan will have no direct fiscal impact to the City.

RECOMMENDATION

Staff and the Transportation Commission recommend that the City Council adopt a resolution adopting the Roseville Transit Short Range Transit Plan 2025-2030.

BACKGROUND

The Short Range Transit Plan 2025-2030 (SRTP) provides a multi-year plan for operations and capital investment strategies to better address changing transit needs. Unlike past SRTP's that comprised of individual transit plans for each agency, this proposed SRTP outlines a coordinated strategy to create a more integrated transit network for Roseville Transit, Placer County Transit (PCT), and Auburn Transit. The SRTP, which was developed by the Placer County Transportation Planning Agency (PCTPA), recommends operational changes, capital improvements, and interagency coordination efforts to be implemented over the next five years. The SRTP builds on previous Comprehensive Operational Analysis (COA) work and service plans developed by the three transit agencies. The plan also provides a multi-year guideline for operations and capital investment strategies to better address changing transit needs and includes the following:

- Updated operational cost and ridership estimates for implementing the COA service plan recommendations.
- Capital expenditures necessary to carry out the updated service plans.
- Implementation roadmap for executing the proposed operational and capital changes over a five-year period.
- Interagency coordination strategies identified in the plan.

The following provides an overview of the SRTP planning process and engagement efforts, as well as the resulting recommendations proposed for Roseville Transit.

Public and Stakeholder Outreach

Development of the SRTP included a community and stakeholder outreach and engagement process consisting of the following:

- A project webpage hosted on the PCTPA website to keep the public and interested stakeholders

informed of progress and potential input opportunities.

- An online public survey, conducted between February 13th and March 28th, 2025, which received 282 responses and helped provide stakeholder feedback regarding transit fare integration, trip planning coordination, tolerance for service transfers, and bus stop information and amenities improvements.
- The project's Technical Advisory Committee (TAC), composed of the region's transit operators, partnering social service agencies, and other public stakeholders, met three times throughout the SRTP planning process to review draft work products and provide guidance to the project team throughout the SRTP's development.

Service Plan

The project team worked with Roseville Transit and the other two operators to refine and update their respective COA service plan recommendations. Recommendations include local and regional fixed-route and on-demand services connecting with the other operator's services, as well as connecting with transit services outside of Placer County.

Capital Plan

Collective capital costs to implement the SRTP were estimated by the project team and the three transit agencies. These costs include transit vehicle replacement and fleet additions, installation of charging infrastructure to support zero-emission vehicle conversion, and bus stop additions and modifications anticipated to occur during the SRTP's five-year planning period.

Financial Plan

Two financial cost scenarios were also developed for each transit operator: the first scenario reflects the SRTP's recommended service plan implementation, and the second scenario includes service changes not currently proposed but were analyzed as part of the COA process and would be worth investigating if future funding becomes available. Five-year revenue projections were also developed for each transit agency, reflecting estimated local, state, and federal funding available to offset anticipated operating and capital expenses, including the one-time Senate Bill 125 (SB 125) funding that is currently programmed to help offset some of each transit operator's capital needs over the next few years.

Implementation Plan

A phased implementation plan was developed for anticipated capital and operational improvements to be implemented by each transit agency. Improvements are grouped into three phases:

- Near-Term (2025-2028)
- Mid-Term (2028-2030)
- Long-Term (2030+)

Transit Agency Coordination Recommendations

The following recommendations were developed collectively by the three transit operators and the TAC to help streamline service integration, marketing, and overall coordination efforts to improve a transit rider's experience in western Placer County. As previously mentioned, these recommendations were informed by the SRTP public survey results discussed earlier.

- Create a regional marketing brand for customer-facing services, materials, and resources that help promote transit services in an easy-to-understand way and highlight regional integration.
- Incorporate data information and/or resources onto the South Placer Transit Information, Education, and Training program's website to support online trip planning.
- Develop consistent and integrated fare structures and a regional transit pass for the transit services.
- Discuss individual and collective fare capping strategies to implement for the three transit providers pending available support and technologies.

Performance Metrics and Standards

A unique set of performance metrics were developed for different service types and modes applicable to Roseville Transit. Proposed ranges were then developed for each metric using a calculated average target value for that service based on respective historical performance data (referred to as a standard) and identifying a low and high value target relevant to that standard. The low target was calculated as 75% of the standard value and the high target was calculated as 125% of the standard value for each metric. At a minimum, Roseville Transit should meet the low target values established for their respective service types and modes. Services unable to achieve the low target value could be considered underperforming and in need of either improvement or elimination. Services that meet the high target value may indicate opportunities for that service to receive further investment for frequency and/or service span expansion to accommodate demand.

Common metrics used in the SRTP include ridership (referred to as boardings), operating costs, and on-time performance/wait-time. Additionally, specific performance metrics were established for RapidLink, which is a new regional bus service Roseville is scheduled to begin operating in 2026, that were designed to evaluate the entire route and potentially assess individual route segments operating during different times of the day. Lastly, broader metrics such as the Placer County region's population within a ½ mile of a fixed-route bus stop and the percentage of residents in a respective agency's (i.e., transit operator's) on-demand service area that works within a demand response service area, were established for regional transit service planning purposes and do not apply to the assessment of specific service types or modes provided by each transit operator. The proposed performance metrics and targets can be used to help inform service planning and operational improvement efforts throughout the SRTP's implementation.

Roseville Transit Specific SRTP Items

For Roseville Transit, the following capital and operational changes are listed in the SRTP:

1. Near-Term

- Integrate new technology platforms to support demand response services and real-time transit information.
- Implement service changes to commuter, local, and ADA/Arrow services from the COA.
- Implement RapidLink pilot service and develop performance metrics and standards.
- Replace bus stop shelters.
- Install electric charging infrastructure at the Louis Orlando Transit Center, Roseville Galleria, and Roseville Corporation Yard.

- Replace seven commuter buses, four local buses, and eight demand response vehicles; add four additional demand response vehicles; and add five RapidLink buses.

2. Mid-Term

- No Recommendations

3. Long-Term

- Coordinate with Placer County Transit to expand demand response service to the Placer Vineyards and Cook Riolo/Vineyard areas.
- Implement 30-minute frequencies on the new Route 2 identified in Roseville Transit's COA.
- Implement new fixed route service to Westpark with 30-minute frequencies.

Next Steps

The PCTPA Board of Directors approved the SRTP on June 25, 2025. Roseville's Transportation Commission accepted the SRTP and recommended Council approval on August 19, 2025. If the Council approves the SRTP, staff will then work on near-term improvements, in addition to coordinating with PCTPA and other transit operators to begin a bus stop facilities assessment to ultimately provide a general set of design criteria and prioritized program of bus stop improvements. This planning effort is expected to be completed by May 2026.

FISCAL IMPACT

Adoption of the SRTP does not implement or approve any of the capital and operational improvements listed in this plan. As a result, SRTP adoption will have no direct fiscal impact on the City. However, the SRTP was drafted in consideration of what would be considered reasonable financial resources available to Roseville Transit. The near-term capital and operational improvements proposed for Roseville Transit in the SRTP have an estimated total combined cost of $28.5 million. Through federal grants, as well as local and state funds, Roseville Transit has already secured the $28.5 million to pay for these items. Staff will report back to the Transportation Commission and City Council, when appropriate, prior to implementing service changes that have the potential for fiscal impact.

ENVIRONMENTAL REVIEW

The adoption of the Short Range Transit Plan is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(10), as it is a plan to provide public passenger service.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Ed Scofield, Alternative Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:
1. Resolution 25-301
2. Final Short-Range Transit Plan

REVIEWERS:

Ed Scofield, Public Works Department - Transportation	Created/Initiated - 8/26/2025
Ed Scofield, Public Works Department - Transportation	Approved - 8/26/2025
Jason Shykowski, Public Works Department - All	Approved - 8/29/2025
Gretchen Hakala, City Attorney Department	Approved - 9/2/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/3/2025
Katrina Six, City Clerk Department	Final Approval - 9/3/2025

RESOLUTION NO. 25-301

ADOPTING THE SHORT RANGE TRANSIT PLAN 2025-2030

WHEREAS, the Short Range Transit Plan 2025-2030 (SRTP) provides a multi-year plan for operations and capital investment strategies to better address changing transit needs; and

WHEREAS, the proposed SRTP outlines a coordinated strategy to create a more integrated transit network for Roseville Transit, Placer County Transit (PCT), and Auburn Transit; and

WHEREAS, the SRTP, which was developed by the Placer County Transportation Planning Agency (PCTPA), recommends operational changes, capital improvements, and interagency coordination efforts to be implemented over the next five years; and

WHEREAS, on August 19, 2025, the Transportation Commission approved the proposed SRTP; and

WHEREAS, the 2025 Short Range Transit Plan has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Short Range Transit Plan 2025-2030 is hereby approved.

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

Placer County Transportation Planning Agency



Short-Range Transit Plan

Auburn Transit, Placer County Transit, and Roseville Transit

TRANSPORTATION CONSULTANTS, INC.

June 25, 2025

TABLE OF CONTENTS

Summary 1
Introduction 5
Existing Conditions Analysis 7
Community and Stakeholder Outreach 9
Service Plan 10
Capital Plan 13
Financial Plan 21
Implementation Plan 26
Appendix 1: Technical Advisory Committee Participant Organizations 46

SUMMARY

PURPOSE

The western Placer County Short-Range Transit Plan (SRTP) is the region's plan to create an integrated and coordinated transit network for Auburn Transit, Placer County Transit (PCT), and Roseville Transit. The SRTP recommends operational changes, capital improvements, and interagency coordination strategies to be implemented over the next five years. Additionally, the SRTP recommends on-going collaboration with and a coordination support role for the Western Placer Consolidated Transportation Services Agency (WPCTSA) to assist with the transit agencies' implementation of their respective SRTP components.

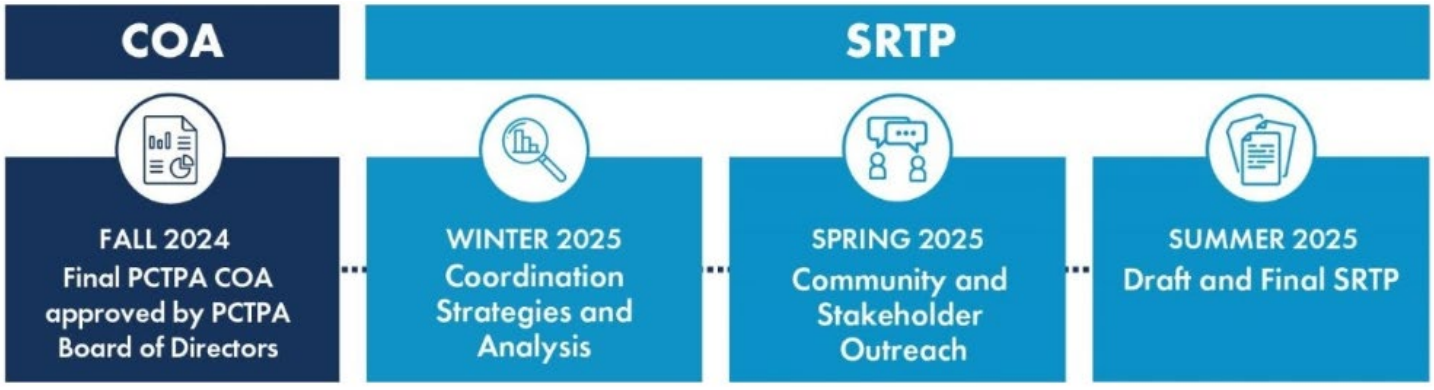
The SRTP builds off the Comprehensive Operational Analysis (COA) planning efforts and recommended service plans that were developed by the Placer County Transportation Planning Agency (PCTPA) for Auburn Transit and PCT and by the City of Roseville for Roseville Transit. It includes:

- Updated operational cost and ridership estimates for implementing the COA service plan recommendations.
- Capital expenditures necessary to carry out the updated service plans.
- Implementation roadmap for executing the proposed operational and capital changes over a five-year period.
- Interagency coordination strategies identified in the plan.

PROCESS

As shown in Figure 1, PCTPA's COA was approved by the PCTPA Board of Directors in October 2024 and the SRTP development process began shortly after. Roseville Transit's COA was adopted by the City of Roseville City Council in February 2025.

Figure 1: Short-Range Transit Plan Timeline



The Technical Advisory Committee (TAC) that was utilized for PCTPA's COA was convened again for the SRTP and met three times over the course of the SRTP's development. Appendix 1 lists organizations participating in the TAC.

Key aspects of the development process included:

- Summarizing, aligning, and incorporating the results from PCTPA's and Roseville Transit's COAs.
- Identifying the capital items needed to operate the recommended service plans from the COAs.

- Recommending interagency coordination strategies to better integrate the services provided by the three transit agencies with complementing programs and support from the WPCTSA to make the transit experience in western Placer County easier for passengers.
- Updating the operational cost and ridership estimates from the COAs and developing a phasing plan for implementing the recommended COA service changes and associated capital requirements.
- Developing a phasing strategy and performance measures to guide implementation of the operational and capital changes and recommended interagency coordination strategies.
- Conducting an online survey to gauge the public's priorities about coordination around fare structures and policies, branding, and other service matters that make the transit experience easier for passengers in western Placer County.

KEY RECOMMENDATIONS

The Implementation Plan at the end of the SRTP provides a roadmap for carrying out the recommended capital and operational changes and interagency coordination strategies as well as identifying and measuring performance metrics. A summary of these recommendations is found below:

- Operational and capital changes
    - Fiscal year (FY) 2025-2026 (all transit agencies and the WPCTSA)
        - Gather up-to-date data on ridership, travel patterns, and system performance.
        - Integrate new technology platforms to support demand response services and real-time transit information.
        - WPCTSA work with the transit agencies and Spare Labs to support development of a regional Americans with Disabilities Act (ADA) paratransit service certification platform.
    - FY 2025-2026 to FY 2027-2028
        - Auburn Transit
            - Coordinate with PCT to serve Sutter Urgent Care – Auburn via Auburn OnDemand.
            - Coordinate with PCT to plan for Route 30 service expanding into central Auburn.
        - PCT
            - Implement COA recommended service changes on Route 10, Route 20, Route 50, Route 60, and Route 70.
            - Install bus stop amenities at the Lincoln park-and-ride.
            - Coordinate with Roseville Transit to replace the existing Granite Bay Dial-A-Ride service with Arrow service.
            - Coordinate with the City of Roseville to install on-street charging infrastructure at the Roseville Galleria.
            - Add/modify bus stops to account for operational changes.
            - Replace 12 vehicles and add two demand response vehicles.

- Install charging infrastructure at the PCT maintenance facility to accommodate four electric buses.

- Roseville Transit
  - Implement service changes to commuter, local, and ADA/Arrow services from the COA.
  - Implement RapidLink pilot service and develop performance metrics and standards.
  - Replace bus stop shelters.
  - Install electric charging infrastructure at the Louis Orlando Transit Center, Roseville Galleria, and Roseville Corporation Yard.
  - Replace seven commuter buses and add one, replace four local buses, replace eight demand response vehicles and add four, and add five RapidLink buses.
- WPCTSA
  - Consider expanding "Case Management" or "Information and Assistance" program activities.
  - Consider expanding the mileage reimbursement eligibility criteria for Placer Rides beyond essential trips only.
  - Consider expanding the "last resort rides" beyond medical uses.

- FY 2028-2029 to FY 2029-2030
  - PCT
    - Install charging infrastructure at Colfax Station, Rocklin Station, and the Twelve Bridges bus stop.
    - Add two local buses.
    - Extend Route 30 from Auburn Station to central Auburn.
    - Add one round trip on Route 40.
    - Following conversion of Route 50 to a Dial-A-Ride zone, analyze ridership to determine whether to reduce weekday service span from 12 hours to 9.5 hours and discontinue Saturday service.
- FY 2030+
  - PCT
    - Install charging infrastructure at the county's maintenance facility.
    - Determine funding to improve headways on Route 10 from 60 minutes to 30 minutes on weekdays between 9:00 AM and 12:00 PM.
    - Coordinate with the City of Lincoln to determine funding available and the city's desire to add weekday service hours to the Lincoln Dial-A-Ride zone.
    - Determine need to potentially improve headways on the updated Route 20 from 60 minutes to 30 minutes weekdays between 12:00 PM and 6:00 PM pending funding availability and concurrence with local jurisdictional partners.

        - Improve headways on the updated Route 30 from 60 minutes to 30 minutes weekdays between 8:00 AM and 6:00 PM and add 60-minute Sunday service from 9:00 AM to 5:00 PM pending funding availability and concurrence with local jurisdictional partners.
        - Analyze Route 60 ridership to determine whether any additional trips should be added or removed based on return to office and travel demand patterns.
        - Coordinate with Roseville Transit to expand demand response service to Placer Vineyards and Cook Riolo/Vineyard areas.
        - Expand Rocklin/Loomis Dial-A-Ride zone to the Placer One area.
        - Add lifeline services or an alternative transportation program solution to Foresthill and Sheridan if it is determined that they could be sustainable and financially feasible given available funding resources and demand.
    - Roseville Transit
        - Coordinate with PCT to expand demand response service to the Placer Vineyards and Cook Riolo/Vineyard areas.
        - Implement 30-minute frequencies on Route 2.
        - Implement new fixed route service to Westpark with 30-minute frequencies.
- Interagency coordination strategies (all transit agencies and the Transit Operators Working Group [TOWG])
    - Update the existing WPCTSA Joint Powers Agreement (JPA) to expand roles and responsibilities.
    - Create a regional transit branding and improve customer information.
    - Better coordinate online trip planning.
    - Develop a consistent and integrated fare structure/transit pass.
    - Discuss potential for fare capping strategies individually and across the three transit agencies.
- Performance metrics and standards (all transit agencies and TOWG)
    - Discuss and refine the metrics and standards that will be consistently monitored and reported to each agency's governing body or jurisdiction.
    - Update and refine the proposed metrics and standards for RapidLink to gauge the performance of the route, identify needed adjustments, and determine the feasibility of making the route permanent following the end of the three-year service pilot.
    - Discuss and refine the regional performance metrics and standards used to determine the feasibility of making service changes.

INTRODUCTION

OVERVIEW

Transit is a vital service to many residents of western Placer County. Transit services provide mobility to residents, including access to important medical, recreational, social, educational, and economic services and opportunities. In addition to being important to the quality of life for residents in the region, transit services assist in supporting the functions of educational programs, public and private employers, and social service programs throughout the region.

This document presents the SRTP for western Placer County. The SRTP builds upon the COAs completed by PCTPA and Roseville Transit in October 2024 and February 2025 respectively. The SRTP aims to turn the respective COAs' service plan recommendations into actions that improve the region's transit experience while meeting the following goals:

- Increase transit usage
- Plan and provide an efficient, effective, and equitable network
- Deliver reliable and integrated transportation options

PCTPA's COA analyzed transit services provided by Auburn Transit and PCT in western Placer County (excluding the City of Roseville) and created a recommended service plan to better match services with existing ridership demand and provide opportunities for transit riders to access more areas within the region. During PCTPA's and Roseville Transit's concurrent COA planning efforts, both teams met multiple times and collaborated throughout the development process to ensure that the respective plans complemented each other.

The SRTP combines the results of both COAs to create a plan for implementing an integrated and coordinated transit network in western Placer County. This includes building on the analysis and recommendations from the two COAs to determine how the recommended service plans will be funded and what strategic decisions need to be made in the near-term to implement the service changes in the coming years. Focus is given to improving interagency coordination among the three main transit providers in western Placer County (Auburn Transit, PCT, and Roseville Transit), with complementing support from the WPCTSA, and developing ways to make it easier for customers to connect among each of the providers' services. The development of the SRTP included the following steps:

- Incorporate and refine results from PCTPA and Roseville Transit's COA.
- Identify capital requirements for the proposed service plan.
- Develop marketing, fare, and partnership programs to create an integrated transit network and support coordination among the three transit agencies and the WPCTSA.
- Update operational cost and ridership estimates to identify two funding scenarios for the proposed COA service plans.
- Create an implementation and network integration plan for the proposed COA service plans.
- Conduct community and stakeholder outreach.

DOCUMENT STRUCTURE

The SRTP is composed of the following sections:

- Existing Conditions Analysis – summary of the demographics and transit performance within the study area.
- Community and Stakeholder Outreach – results of the online survey conducted, and TAC meetings held.
- Service Plan – updated operational cost and ridership estimates for each agency's service changes.
- Capital Plan – required facility and fleet needs to carry out each agency's service changes.
- Financial Plan – anticipated phasing plan for the capital and operational changes and five-year cost and revenue projections.
- Implementation Plan – roadmap to guide implementation of the capital and operational changes and interagency coordination strategies and proposed performance metrics and standards.

EXISTING CONDITIONS ANALYSIS

The first step in developing the SRTP involved combining the results of PCTPA and Roseville Transit's respective COAs. The project team began by building upon the existing conditions analysis that was completed for each COA, which focused on examining the demographics and travel patterns in western Placer County as well as an analysis of the performance of each transit agency. A high-level summary of the existing conditions analysis is shown below, while the full report can be found on the SRTP project website:

- Demographics
    - Population density is sparse throughout the study area, with higher concentrations located in Rocklin and Roseville.
    - Areas with a higher concentration of people that are more likely to rely on transit[1] include North Auburn near Quartz Drive and Galena Drive, southwest Lincoln near First Street Community Church, northwest Lincoln near Fred Festersen Park, northwest Rocklin near Gold Circle, and southeast Roseville near Centerpoint Community Church.
- Travel patterns
    - Key destinations include the Roseville Galleria, Thunder Valley Casino and Resort, Sierra College, Jessup University, Kaiser Permanente, and Sutter Health.
    - Most of the Placer region's top employers are located in Roseville, Rocklin, and Auburn.
    - The largest proportion of total weekday trips occurred within the Roseville West area, followed by Rocklin and Lincoln.
    - By 2027, 22% of growth in trips will occur within the Roseville West area, followed by 13% within Rocklin, and seven percent in Lincoln.
    - Future developments in the study area include Placer One, a 2,213-acre development in unincorporated northwestern Placer County, and the Placer Vineyards and Cook-Riolo/Vineyard Corridor areas, which will consist of residential units, commercial uses, and schools.
- Transit performance
    - Auburn Transit, PCT, and Roseville Transit provide transit service Monday-Saturday, with Roseville Transit's Arrow being the only service provided on Sunday.
    - The fare structure differs for each agency with PCT and Roseville Transit offering the lowest one-way fare ($1.50) and several passes for frequent riders. Auburn Transit has a one-way fare of $3.50, while the one-way fare for Roseville Transit's Arrow service is $3.75. Roseville's commuter service costs $3.50 for Roseville residents and $4.50 for non-Roseville residents.
    - Roseville Transit ($160) has the highest average systemwide cost per vehicle service hour, followed by PCT ($152), and Auburn Transit ($71).

[1] This was identified through the development of a Transit Needs Index which identified the percentages of residents that are low-income, seniors, have a disability, are below the poverty level, and do not have access to a vehicle.

- PCT has the highest average systemwide annual boardings per hour (5.2), followed by Roseville Transit (3.9) and Auburn Transit (2.8). Roseville Transit has the highest farebox recovery ratio (9.2%), followed by Auburn Transit (7.0%), and PCT (2.4%).[2]
- PCT has the highest annual ridership (201,000 boardings), followed by Roseville Transit (180,000) and Auburn Transit (23,000). Ridership is highest across all services during spring and fall, and Tuesdays and Thursdays.

[2] The farebox ratios are for Fiscal Year 2022-23 and only include fares paid by customers. Farebox calculations do not represent official calculations for Transportation Development Act eligibility. Farebox ratios are higher when factoring in other sources of revenue including federal grants and local funds.

COMMUNITY AND STAKEHOLDER OUTREACH

Development of the SRTP included a community and stakeholder outreach process consisting of an online survey and multiple stakeholder meetings held over the project lifecycle. The recommended interagency coordination strategies described later in the SRTP aim to address the results of the survey.

ONLINE SURVEY

PCTPA hosted an online survey on the SRTP's project website between February 13th and March 28th, 2025. The survey was intended to receive feedback from the public on ways the three agencies could coordinate to improve the overall transit experience in western Placer County. A summary of results from the survey is provided below, while the full results can be found on the SRTP project website:

- Trip fare
    - Most respondents prefer to pay for their fare via their credit card, debit card, and/or Apple Pay.
    - The highest fare respondents would be willing to pay for their transit trip was $5.
- Trip planning
    - Most respondents find it at least moderately difficult to plan their transit trip.
    - Most respondents would like to use mobile apps such as Apple/Google Maps to plan their transit trips.
- Transferring between services
    - Most respondents find it at least moderately difficult to transfer between transit services.
    - Most respondents would be willing to wait between five and ten minutes for their next connecting bus.
- Bus stop information and amenities
    - Most respondents would like to see information on the routes being served at a stop and real-time information.
    - Most respondents feel a shelter is the most important bus stop amenity.

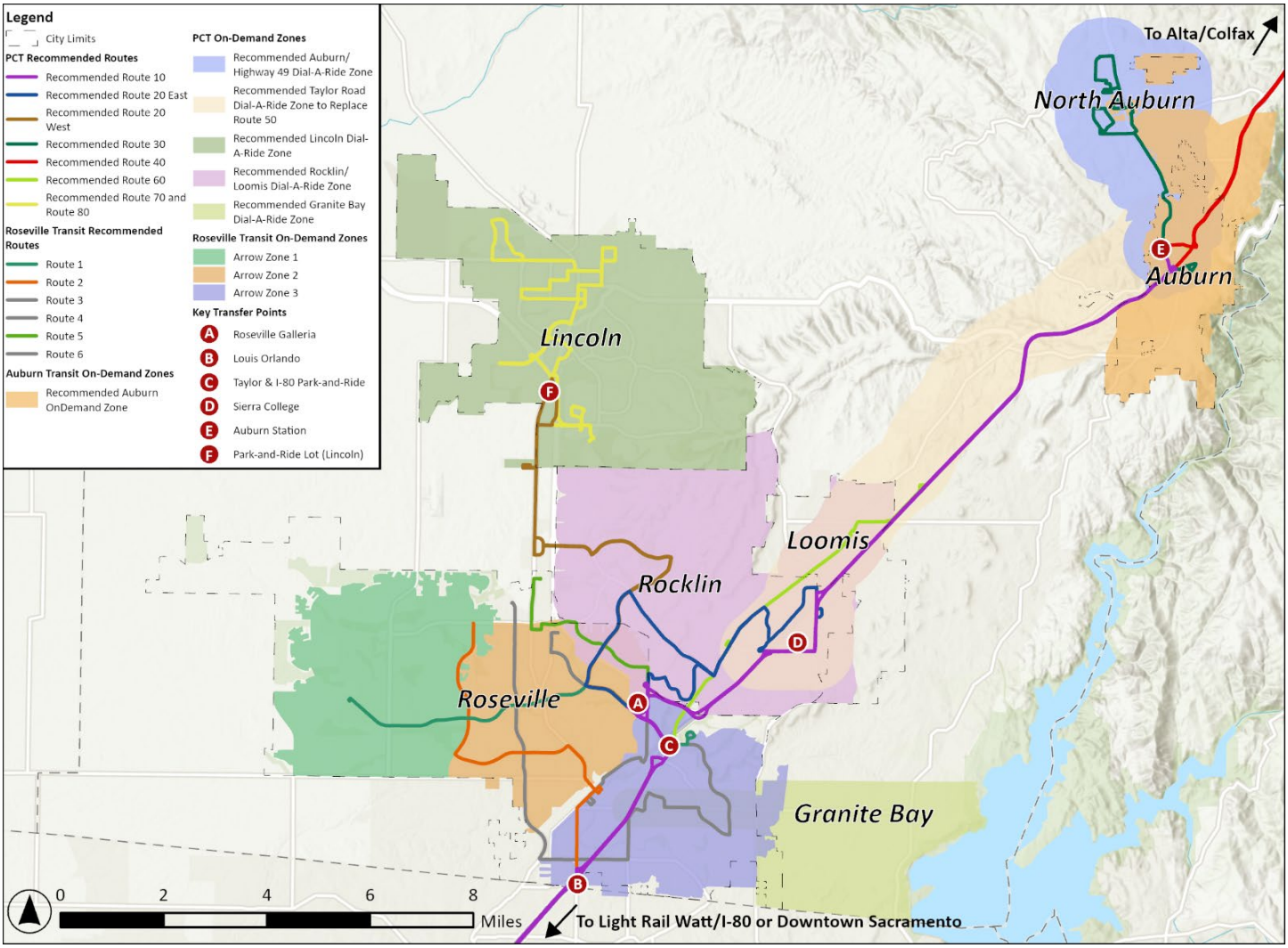
TECHNICAL ADVISORY COMMITTEE MEETINGS

The TAC that was utilized for PCTPA's COA was convened again for the SRTP. The TAC met three times to review draft work products and provide guidance throughout the SRTP's development. Members of the TAC included staff from advocacy groups, Auburn Transit, PCT, Roseville Transit, and various jurisdictions.

SERVICE PLAN

As part of the SRTP, the project team worked with Auburn Transit, PCT, and Roseville Transit to update the service plan from PCTPA and Roseville Transit's COA. This included refining the operational changes and updating the estimated operational cost and ridership for each change. Figure 2 shows the combined recommended service plan for Auburn Transit, PCT, and Roseville Transit. The combined network incorporates the recommended transit routes and demand response zones for all service providers, as well as several key transfer points between the three transit agencies and other regional providers outside of the county.

Figure 2: Auburn Transit, Placer County Transit, and Roseville Transit Combined Recommended Service Plan



AUBURN TRANSIT

The COA recommended that Auburn Transit coordinate with PCT to amend their service area to include the Bowman area and reduce their service span to be 6:00 AM to 7:00 PM Monday to Friday and 8:00 AM to 5:00 PM on Saturday. This change was implemented prior to the development of the SRTP and therefore updated operational cost and ridership numbers were not developed.

PLACER COUNTY TRANSIT

The updated PCT recommended service changes and operating cost and ridership estimates are shown in Table 1.

Table 1: Placer County Operational Cost and Ridership Estimates

Service	Recommended Service Changes	Estimated Change in Annual Operating Cost (2025 $)	Estimated Change in Annual Boardings
Route 10	Improve headways from 60 minutes to 30 minutes weekdays between 9:00 AM and 12:00 PM	$0.2 million	14,673
	Realign westbound routing to serve Taylor Road Park and Ride and add stops in each direction at the Park and Ride	<$0.1 million	1,251
Route 20	Split route at the Roseville Galleria and realign routing to expand service coverage in west Rocklin	$0.1 million	11,807
Route 30	Extend route from Auburn's Nevada Station to central Auburn	<$0.1 million	5,385
Route 40	Add one round trip	$0.1 million	1,017
Route 50	Convert route and deviation area to a Dial-A-Ride zone	$0	0
	Reduce weekday service span from 12 hours to 9.5 hours	($0.1 million)	(253)
	Discontinue Saturday service	(<$0.1 million)	(260)
Route 60	Discontinue route between Auburn and Colfax	($0.1 million)	(189)
Route 70	Extend route Along 1st Street to Joiner Parkway and from Twelve Bridges to the Park-and-Ride lot on Industrial Avenue	<$0.1 million	1,143
Granite Bay Dial-A-Ride	Reimburse Roseville Transit to serve Granite Bay with Arrow during limited weekday midday hours	$0	0
Lincoln Dial-A-Ride	Add weekday vehicle service hours	$0.1 million	1,518
Total		**$0.4 million**	**36,092**

ROSEVILLE TRANSIT

The updated Roseville Transit recommended service changes and operating cost and ridership estimates are shown in Table 2.

Table 2: Roseville Transit Operational Cost and Ridership Estimates

Service	Recommended Service Changes	Estimated Change in Annual Operating Cost (2025 $)	Estimated Change in Annual Boardings
Commuter Routes	Serve five AM trips from the Taylor Road/Sunsplash Park and Ride and five AM trips from the Mahany Park and Ride	$0.2 million	11,674
Local Routes	Implement 30-minute frequencies for all routes (except Route 2 and Route 6)	$0.4 million	3,606

Service	Recommended Service Changes	Estimated Change in Annual Operating Cost (2025 $)	Estimated Change in Annual Boardings
	Eliminate Routes C/F, L, and R		
	Implement Routes 4 and 6 (peak-only)		
	Eliminate Routes A/B and E		
	Implement Route 3		
	Eliminate Routes D, S, and M (Including the M deviation)		
	Implement Routes 1, 2 (60-minute frequencies), and 5		
Arrow	Implement three zones	$0.5 million	10,056
	Implement existing PCT Granite Bay Dial-A-Ride service area into Zone 3		
RapidLink*	Implement pilot service	$1.7 million	78,406
ADA	Adjust service to complement new Arrow zones	$0.3 million	7,798
Total		**$3.2 million**	**111,540**

**RapidLink is being funded through a dedicated external grant that is separate from Roseville Transit's operating budget.*

CAPITAL PLAN

This section identifies the capital assets needed to implement the service plan shown above, with costs shown in 2025 dollars. Costs are only shown for improvements that will take place after calendar year 2025. It should be noted that PCTPA, in conjunction with the three transit agencies, will conduct a bus stop assessment in mid-2025 that will analyze the existing conditions of bus stops served by each agency and develop a list of prioritized improvements to bus stop facilities that would complement the COA/SRTP planning efforts. The assessment will also identify potential funding opportunities for any improvements and/or changes.

AUBURN TRANSIT

FACILITIES

As shown in Table 3, Auburn Transit is improving their facilities to account for the transition to zero-emission vehicles. This includes adding electric charging infrastructure to Auburn's Nevada Station and their Corporation Yard. These are expected to cost $1.6 million and $0.6 million respectively.

Table 3: Auburn Transit Facility Needs for the Short-Range Transit Plan

Facility	Project Name	Total Estimated Cost (2025 $)*	Total Funded (2025 $)	Total Unfunded (2025 $)
Nevada Station	Nevada Street Station Electric Charging Infrastructure	$1.6 million	$1.6 million	$0
Corporation Yard	City Corporation Yard EV Charging Infrastructure Upgrades	$0.6 million	$0.6 million	$0

**Estimated costs are from Placer County Transportation Planning Agency's Senate Bill 125 funding request.*[3]

FLEET

As shown in Table 4, all expected changes to Auburn Transit's fleet are anticipated to take place before the end of 2025 and are not assumed to be costs for implementing the SRTP. Accounting for the expected changes to the fleet, Table 5 shows that Auburn Transit will need four vehicles for peak service, four spare vehicles, and eight total to operate the SRTP service plan. Auburn Transit is also expecting to acquire additional vehicles in the future for $0.2 million.

*Table 4: Auburn Transit Fleet Needs for the Short-Range Transit Plan**

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status*	Estimated Cost (2025 $)
TR-98	Freightliner	Bus	2017	2031	Demand Response	Remain in service	N/A
TR-103	Ford	Glaval Cutaway Bus	2011	2025	Demand Response	To be replaced by end of 2025	N/A
E-03	Tesla	Model Y	2023	2031	Demand Response	Remain in service	N/A
E-04	Tesla	Model Y	2023	2031	Demand Response	Remain in service	N/A

[3] Source: "PCTPA's Initial Allocation Request Package for SB 125 Funding", Placer County Transportation Planning Agency, 2023, https://calsta.ca.gov/-/media/calsta-media/documents/placer_a11y.pdf.

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status*	Estimated Cost (2025 $)
TBD	Ford	E Ford Transit	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	Ford	E Ford Transit	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	Ford	E Ford Transit	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	Ford	E Ford Transit	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	TBD	TBD	TBD	TBD	Demand Response	TBD	$0.2 million

**TR-99, E-01, and E-02 to be removed from service prior to Short-Range Transit Plan implementation and will not be assumed as a cost to implement the Short-Range Transit Plan.*

Table 5: Auburn Transit Fleet Spare Ratio Needs for the Short-Range Transit Plan

Primary Use	Peak Service	Spare	Total
Demand Response	4	4	8

PLACER COUNTY TRANSIT

FACILITIES

As shown in Table 6, a number of projects are expected to be completed by PCT to implement the SRTP. These projects include adding charging infrastructure at PCT's maintenance facility, Colfax Station, Rocklin Station, Twelve Bridges bus stop, and Roseville Galleria. The realignment of Route 20 to terminate at the Lincoln park-and-ride will require costs to add bus stop amenities and other potential supporting infrastructure at that location. There are also expected to be additions and modifications to the existing bus stop network to serve the new route paths (specifically the new Route 20 alignment).

Table 6: Placer County Transit Facility Needs for the Short-Range Transit Plan

Facility	Project Name	Total Estimated Cost (2025 $)*	Total Funded (2025 $)	Total Unfunded (2025 $)
Maintenance facility	Charging infrastructure	$10.0 million	$0	$10.0 million
Maintenance facility	Charging infrastructure for four electric buses	$3.0 million	$3.0 million	$0
Lincoln Park-and-Ride†	Bus stop amenities and charging infrastructure	$0.2 million	$0	$0.2 million
Colfax Station	Charging infrastructure	$1.5 million	$0.1 million	$1.4 million
Rocklin Station	Charging infrastructure	$1.5 million	$1.0 million	$0.5 million
Twelve Bridges bus stop	Charging infrastructure	$1.5 million	$1.0 million	$0.5 million
Roseville Galleria	On-street charging infrastructure	$3.0 million	$0	$3.0 million
Bus stops	Add/modify stops to serve the new routes‡	$3.9 million	$0	$3.9 million

**Estimated costs are from Placer County Transit and the Placer County Transportation Planning Agency.*
†This is listed as a placeholder cost for Placer County Transit. Discussions will need to take place to determine who is responsible for the cost and installing the infrastructure.
‡This may include costs for updating logos, maps, and signage if a new regional brand is implemented.

FLEET

As shown in Table 7, PCT is expecting to make a number of changes to their fleet as they replace older vehicles and transition to ZEBs. PCT will replace nine local buses and add two more (four of which will be ZEBs) and replace three demand response vehicles and add two more. As shown in Table 8, implementing

the SRTP will require two commuter buses for peak service with three spares (five total), seven demand response vehicles for peak service with six spares (13 total), and 12 local buses for peak service with three spares (15 total).

Table 7: Placer County Transit Fleet Needs for the Short-Range Transit Plan

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status	Estimated Cost (2025 $)*
1510	Gillig	LF	2015	2029	Local Bus	To be replaced after 2025	$0.8 million
1511	Gillig	LF	2015	2029	Local Bus	To be replaced after 2025	$0.8 million
1512	Gillig	LF	2015	2029	Local Bus	To be replaced after 2025	$0.8 million
1513	Gillig	LF	2015	2029	Local Bus	To be replaced after 2025	$0.8 million
1514†	Gillig	LF	2015	2029	Local Bus	To be replaced after 2025	$1.5 million
1515†	Gillig	LF	2015	2029	Local Bus	To be replaced after 2025	$1.5 million
1520	Starcraft	Allstar	2015	2025	Demand Response	To be replaced after 2025	$0.8 million
1521	Starcraft	Allstar	2015	2025	Demand Response	Remain in service	N/A
1522	Starcraft	Allstar	2015	2025	Demand Response	Remain in service	N/A
1523	Starcraft	Allstar	2015	2025	Demand Response	To be replaced by end of 2025	N/A
1601	MCI	D4500	2010	2022	Commuter Bus	Remain in service	N/A
1604	MCI	D4500	2010	2022	Commuter Bus	Remain in service	N/A
1605	MCI	D4500	2010	2022	Commuter Bus	Remain in service	N/A
1724†	Gillig	LF	2017	2031	Local Bus	To be replaced after 2025	$1.5 million
1725†	Gillig	LF	2017	2031	Local Bus	To be replaced after 2025	$1.5 million
1726	Gillig	LF	2017	2031	Local Bus	Remain in service	N/A
1729	Starcraft	Allstar	2017	2027	Demand Response	Remain in service	N/A
1730	Starcraft	Allstar	2017	2027	Demand Response	Remain in service	N/A
1731	Starcraft	Allstar	2017	2027	Local Bus	Remain in service	N/A
1732	Starcraft	Allstar	2017	2027	Demand Response	Remain in service	N/A
1733	Starcraft	Allstar	2017	2027	Demand Response	Remain in service	N/A
1734	Starcraft	Allstar	2017	2027	Demand Response	Remain in service	N/A
1735	Starcraft	Allstar	2017	2027	Demand Response	Remain in service	N/A
1736	Gillig	LF	2017	2031	Local Bus	Remain in service	N/A

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status	Estimated Cost (2025 $)*
1737	Gillig	LF	2017	2031	Local Bus	Remain in service	N/A
2285	MCI	D45-CRT LE	2021	2035	Commuter Bus	Remain in service	N/A
2286	MCI	D45-CRT LE	2021	2035	Commuter Bus	Remain in service	N/A
0805	Starcraft	Allstar	2008	2018	Local Bus	To be replaced after 2025	$0.8 million
0809	Starcraft	Allstar	2008	2018	Demand Response	To be replaced after 2025	$0.2 million
TBD†	TBD	TBD	TBD	TBD	Local Bus	To be added after 2025	$1.5 million
TBD†	TBD	TBD	TBD	TBD	Local Bus	To be added after 2025	$1.5 million
TBD	TBD	TBD	TBD	TBD	Demand Response	To be added after 2025	$0.2 million
TBD	TBD	TBD	TBD	TBD	Demand Response	To be added after 2025	$0.2 million

**Estimated costs are from Placer County Transit. Approximately $5.7 million of these costs are covered by Senate Bill 125 funding.*[4]
†These are expected to be zero-emission vehicles.

Table 8: Placer County Transit Fleet Spare Ratio Needs for the Short-Range Transit Plan

Primary Use	Peak Service	Spare	Total
Commuter Bus	2	3	5
Demand Response	7	6	13
Local Bus	12	3	15

OTHER

PCT is in the process of transitioning to new open-source electronic fare payment equipment and software. They have secured funding for the installation of Genfare equipment; however, they will still need $0.2 million for the incorporation of a regional account-based ticketing system that may be provided by a vendor like Masabi. This is an anticipated cost to implement the SRTP.

ROSEVILLE TRANSIT

FACILITIES

Roseville Transit is currently making changes to their facilities that will remain consistent with the SRTP service plan and its transition to zero-emission buses. As shown in Table 9, this includes adding electric charging infrastructure to the Roseville Galleria and Louis Orlando Transit Center and the Roseville Corporation Yard. Roseville Transit will also be making upgrades to their bus stops by adding or replacing existing shelters as well as adding and modifying existing bus stops to serve the new route alignments.

[4] Source: "PCTPA's Initial Allocation Request Package for SB 125 Funding", Placer County Transportation Planning Agency, 2023, https://calsta.ca.gov/-/media/calsta-media/documents/placer_a11y.pdf.

*Table 9: Roseville Transit Facility Needs for the Short-Range Transit Plan**

Facility	Project Name	Total Estimated Cost (2025 $)*	Total Funded (2025 $)	Total Unfunded (2025 $)
Bus stops†	Roseville Transit Bus Shelter Replacement	$1.1 million	$1.1 million	$0
Roseville Galleria and Louis Orlando Transit Center	Electric Charging Infrastructure Projects: Roseville Galleria and Louis Orlando	$5.0 million	$5.0 million	$0
Roseville Corporation Yard	Charging infrastructure	$3.5 million	$3.5 million	$0

**Estimated costs are from Roseville Transit and Placer County Transportation Planning Agency's Senate Bill 125 funding request.* [5]

†This includes estimated costs for adding/modifying bus stops to serve the new routes from the Short-Range Transit Plan service plan. This may include costs for updating logos, maps, and signage if a new regional brand is implemented.

FLEET

As shown in Table 10, Roseville Transit will add five vehicles for the RapidLink pilot project. These are expected to cost around $1.1 million each. After 2025, Roseville Transit is also expecting to replace seven commuter buses and add one more for around $1.1 million and replace four local buses. As shown in Table 11, to implement the SRTP, Roseville Transit will need nine commuter buses for peak service and five spares (14 total), 11 demand response vehicles for peak service and four spares (15 total), 12 local buses for peak service and two spares (14 total), and four RapidLink vehicles for peak service and one spare (five total).

Table 10: Roseville Transit Fleet Needs for the Short-Range Transit Plan

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status	Estimated Cost (2025 $)*
14-475	Gillig	ISL Low Floor	2014	2028	Local Bus	To be replaced after 2025	$1.1 million
14-476	Gillig	ISL Low Floor	2014	2028	Local Bus	To be replaced after 2025	$1.1 million
14-477	Gillig	ISL Low Floor	2014	2028	Local Bus	To be replaced after 2025	$1.1 million
14-478	Gillig	ISL Low Floor	2014	2028	Local Bus	To be replaced after 2025	$1.1 million
17-470	Gillig	G27B102N4	2017	2031	Local Bus	Remain in service	N/A
17-471	Gillig	G27B102N4	2017	2031	Local Bus	Remain in service	N/A
17-472	Gillig	G27B102N4	2017	2031	Local Bus	Remain in service	N/A
17-474	Gillig	G27B102N4	2017	2031	Local Bus	Remain in service	N/A
20-402	Gillig	Low Floor	2020	2034	Local Bus	Remain in service	N/A
20-403	Gillig	Low Floor	2020	2034	Local Bus	Remain in service	N/A
20-404	Gillig	Low Floor	2021	2035	Local Bus	Remain in service	N/A

[5] Source: "PCTPA's Initial Allocation Request Package for SB 125 Funding", Placer County Transportation Planning Agency, 2023, https://calsta.ca.gov/-/media/calsta-media/documents/placer_a11y.pdf.

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status	Estimated Cost (2025 $)*
20-405	Gillig	Low Floor	2020	2034	Local Bus	Remain in service	N/A
20-406	Gillig	Low Floor	2020	2034	Local Bus	Remain in service	N/A
20-407	Gillig	Low Floor	2020	2034	Local Bus	Remain in service	N/A
00-461	Gillig	Phantom	2001	2025	Commuter Bus	To be replaced by end of 2025	N/A
00-462	Gillig	Phantom	2001	2025	Commuter Bus	To be replaced by end of 2025	N/A
00-464	Gillig	Phantom	2001	2015	Commuter Bus	To be replaced by end of 2025	N/A
00-465	Gillig	Phantom	2001	2015	Commuter Bus	To be replaced by end of 2025	N/A
09-408	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
09-409	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
09-410	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
09-411	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
09-412	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
09-497	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
09-498	Gillig	SL-63964 (Low Floor)	2009	2023	Commuter Bus	To be replaced after 2025	$1.1 million
20-499	Gillig	Low Floor	2021	2035	Commuter Bus	Remain in service	N/A
20-500	Gillig	Low Floor	2021	2035	Commuter Bus	Remain in service	N/A
TBD	TBD	TBD	TBD	TBD	Commuter Bus	To be added after 2025	$1.1 million
14-444	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
14-445	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
14-446	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
14-447	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
14-466	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
14-467	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced before 2025	N/A
14-468	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
14-469	ARBOC	Spirit of Mobility	2014	2025	Demand Response	To be replaced by end of 2025	N/A
20-485	Champion	Class F Low Floor	2021	2031	Demand Response	Remain in service	N/A
20-486	Champion	Class F Low Floor	2021	2031	Demand Response	Remain in service	N/A
20-487	Champion	Class F Low Floor	2021	2031	Demand Response	Remain in service	N/A

Vehicle Number	Make	Model	Year Placed into Service	Estimated Retirement Date	Primary Use	Status	Estimated Cost (2025 $)*
TBD	TBD	TBD	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	TBD	TBD	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	TBD	TBD	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	TBD	TBD	2025	TBD	Demand Response	To be added by end of 2025	N/A
TBD	TBD	TBD	TBD	TBD	RapidLink	To be added after 2025	$1.1 million
TBD	TBD	TBD	TBD	TBD	RapidLink	To be added after 2025	$1.1 million
TBD	TBD	TBD	TBD	TBD	RapidLink	To be added after 2025	$1.1 million
TBD	TBD	TBD	TBD	TBD	RapidLink	To be added after 2025	$1.1 million
TBD	TBD	TBD	TBD	TBD	RapidLink	To be added after 2025	$1.1 million

**Estimated costs are from the City of Roseville's 2025 Transit Asset Management Plan. Most of these costs are covered by Senate Bill 125 funding.*[6]

Table 11: Roseville Transit Fleet Spare Ratio Needs for the Short-Range Transit Plan

Primary Use	Peak Service	Spare	Total
Commuter Bus	9	5	14
Demand Response	11	4	15
Local Bus	12	2	14
RapidLink	4	1	5

OTHER

Similar to PCT, Roseville Transit is in the process of transitioning to new open-source fare payment equipment and software. This will include costs for the initial installation and implementation of Kuba hardware, an annual payment to Kuba over the next few years, a one-time charge for implementation of LittlePay software, and 2.3% of total revenue in addition to $0.02 per transaction that will be paid to LittlePay. This is shown as a cost of $0.2 million for Roseville Transit to implement these changes for the SRTP service plan.

TOTAL

Table 12 shows the total estimated capital costs for each agency to implement the SRTP service plan. They are broken down by costs for facilities, fleet, and other changes that are required.

Table 12: Total Estimated Capital Costs to Implement the Short-Range Transit Plan

Agency	Item	Total Estimated Cost (2025 $)	Total Funded (2025 $)	Total Unfunded (2025 $)
Auburn Transit	Facilities	$2.2 million	$2.2 million	$0
	Fleet	$0.2 million	$0.2 million	$0
	Other	$0	$0	$0
	Total	**$2.4 million**	**$2.4 million**	**$0**

[6] Source: "PCTPA's Initial Allocation Request Package for SB 125 Funding", Placer County Transportation Planning Agency, 2023, https://calsta.ca.gov/-/media/calsta-media/documents/placer_a11y.pdf.

Agency	Item	Total Estimated Cost (2025 $)	Total Funded (2025 $)	Total Unfunded (2025 $)
Placer County Transit	Facilities	$24.6 million	$5.1 million	$19.5 million
	Fleet	$14.4 million	$5.7 million	$8.7 million
	Other	$0.2 million	$0	$0.2 million
	Total	**$39.2 million**	**$10.8 million**	**$28.4 million**
Roseville Transit	Facilities	$9.6 million	$9.6 million	$0
	Fleet	$18.7 million	$18.7 million	$0
	Other	$0.2 million	$0.2 million	$0
	Total	**$28.5 million**	**$28.5 million**	**$0**

FINANCIAL PLAN

The project team worked with the three agencies to propose the general timing of when the capital and operational changes shown in the previous two sections are anticipated to be implemented. These changes are grouped into three phases: near-term (FY 2025-2026 to FY 2027-2028), mid-term (FY 2028-2029 to FY 2029-2030), and long-term (FY 2030+). Two scenarios were also developed for each agency, one which reflects the proposed changes as part of the SRTP service plan and the other reflecting changes that are not proposed at this time but were analyzed as part of the COA process and would be worth investigating more if funding becomes available. All long-term changes (FY 2030+) shown below are included in Scenario 2.

Table 13 shows the financial plan and proposed phasing for implementing Auburn Transit changes. Most operational changes proposed in the COA have already been implemented and are not shown. Staff are in discussions with PCT to determine where and when Auburn OnDemand should provide service to Sutter Urgent Care – Auburn.

Table 13: Auburn Transit Financial Plan

Phase	Capital Changes	Estimated Capital Costs	Operational Changes	Estimated Change in Annual Operational Costs
Near-Term (FY 2025-2026 to FY 2027-2028)	Install electric charging infrastructure at the Nevada Street Station	$1.6 million	Provide service to Sutter Urgent Care – Auburn	$0
	Install electric charging infrastructure at the City Corporation Yard	$0.6 million		
Mid-Term (FY 2028-2029 to FY 2029-2030)	N/A	N/A	N/A	N/A
Long-Term (FY 2030+)*	Acquire additional vehicles	$0.2 million	N/A	N/A

**The operational changes are part of Scenario 2.*

Table 14 shows the financial plan and proposed phasing for implementing PCT changes. Funding is mostly available for the changes proposed in the near-term, however increases to frequencies or service spans will require more time to identify funding and necessary fleet changes. Extending Route 30 to central Auburn will require further analysis of specific routing due to the nature of the street network in that area, while making further adjustments to Route 50 should take place after the initial conversion to a Dial-A-Ride zone takes place to determine impacts on ridership. Improving frequencies on Route 10 should be further analyzed following the completion of the RapidLink pilot project to determine the impact on ridership.

Table 14: Placer County Transit Financial Plan

Phase	Capital Changes	Estimated Capital Costs	Operational Changes	Estimated Change in Annual Operational Costs
Near-Term (FY 2025-2026 to FY 2027-2028)	Lincoln Park-and-Ride bus stop amenities and charging infrastructure	$0.2 million	Route 10 – realign westbound routing to serve Taylor Road Park and Ride and add stops in each direction at the Park and Ride	<$0.1 million
	Roseville Galleria on-street charging infrastructure	$3.0 million	Route 20 – split route at the Roseville Galleria and realign routing to expand service coverage in West Rocklin	$0.1 million

Phase	Capital Changes	Estimated Capital Costs	Operational Changes	Estimated Change in Annual Operational Costs
	Add/modify bus stops to serve new routes	$3.9 million	Route 50 – convert route and deviation area to a Dial-A-Ride zone	$0
			Route 60 – discontinue route between Auburn and Colfax	($0.1 million)
	Replace vehicles 1510, 1511, 1512, 1513, 1514, 1515, 1520, 1523, 1724, 1725, 0805, 0809, and add two demand response vehicles	$11.4 million	Route 70 – extend route along 1st Street to Joiner Parkway and from Twelve Bridges to the Park-and-Ride lot on Industrial Avenue	<$0.1 million
	Maintenance facility charging infrastructure for four electric buses	$3.0 million	Reimburse Roseville Transit to serve the existing Granite Bay Dial-A-Ride zone	$0
	Incorporate a regional account-based ticketing system that may be provided by a vendor like Masabi	$0.2 million		
Mid-Term (FY 2028-2029 to FY 2029-2030)	Colfax Station charging infrastructure	$1.5 million	Route 30 – extend route from Auburn's Nevada Station to central Auburn	<$0.1 million
	Rocklin Station charging infrastructure	$1.5 million	Route 40 – add one round trip	$0.1 million
	Twelve Bridges bus stop charging infrastructure	$1.5 million	Route 50 – reduce weekday service span from 12 hours to 9.5 hours	($0.1 million)
	Add two local buses	$3.0 million	Route 50 – discontinue Saturday service	(<$0.1 million)
Long-Term (FY 2030+)*	Maintenance facility charging infrastructure	$10.0 million	Route 10 – improve headways from 60 minutes to 30 minutes weekdays between 9:00 AM and 12:00 PM	$0.2 million
			Lincoln Dial-A-Ride – add weekday service hours	$0.1 million
			Coordinate with Roseville Transit to expand demand response service to the Placer One Area	$0.2 million
			Coordinate with Roseville Transit to expand demand response service to Placer Vineyards and Cook-Riolo/Vineyard Corridor	$0.2 million

**The operational changes are part of Scenario 2.*

Table 15 shows the financial plan and proposed phasing for capital and operational changes to Roseville Transit services. As indicated in their COA and discussions with staff, all changes are expected to be completed within the near-term (FY 2025-2026 to FY 2027-2028), with the changes to commuter route service taking place in April 2025. It should be noted that changes to the local routes and Arrow service cannot be implemented until the agency completes its transition to a new Computer-Aided

Dispatch/Automatic Vehicle Location system from Tripshot and contactless payment system via Kuba utilizing LittlePay and Masabi backend software.

Table 15: Roseville Transit Financial Plan

Phase	Capital Changes	Estimated Capital Costs	Operational Changes*	Estimated Change in Annual Operational Costs
Near-Term (FY 2025-2026 to FY 2027-2028)	Bus stop shelter replacement	$1.1 million	Implement 30-minute frequencies for all routes (except Route 2 and Route 6)	$0.4 million
			Eliminate Routes C/F, L, and R	
			Implement Routes 4 and 6 (peak-only)	
	Louis Orlando and Roseville Galleria electric charging infrastructure	$5.0 million	Eliminate Routes A/B and E	
			Implement Route 3	
	Roseville Corporation Yard charging infrastructure	$3.5 million	Eliminate Routes D, S, and M (including the M deviation)	
			Implement Routes 1, 2 (60-minute frequencies), and 5	
	Replace seven commuter buses and add one, replace four local buses, and add five RapidLink buses	$18.7 million	Implement RapidLink pilot service	$1.7 million
			Implement Arrow three zones	$0.5 million
			Implement existing PCT Granite Bay Dial-A-Ride zone into Zone 3 Arrow service area (pending agreement with PCT)	
			Adjust ADA service to complement new Arrow zones	$0.3 million
	Install Kuba hardware and implement LittlePay software	$0.2 million	Serve five AM trips from the Taylor Road/Sunsplash Park and Ride and five AM trips from the Mahany Park and Ride	$0.2 million
Mid-Term (FY 2028-2029 to FY 2029-2030)	N/A	N/A	N/A	N/A
Long-Term (FY 2030+)†	N/A	N/A	Implement 30-minute frequencies on Route 2	$0.3 million
			Implement new fixed route to Westpark with 30-minute frequencies	$0.6 million
			Coordinate with PCT to expand demand response service to the Placer One Area	$0.2 million
			Coordinate with PCT to expand demand response service to Placer Vineyards and Cook-Riolo/Vineyard Corridor	$0.2 million

**These changes are part of Phase 2, Phase 3, and Phase 4 from Roseville Transit's Comprehensive Operational Analysis implementation plan. Completion of these changes are dependent on Roseville Transit implementing their Computer-*

Aided Dispatch/Automatic Vehicle Location system from Tripshot and contactless payment system via Kuba utilizing LittlePay and Masabi backend software.
†The operational changes are part of Scenario 2.

The project team worked with the three transit agencies to identify gaps between the cost estimates shown above and estimated revenue for the five-year lifespan of the SRTP. Table 16 shows the results of this analysis. Based on discussions with the transit agencies, the operating and capital revenues are combined. Also, projected revenues are held constant over the next five years as a baseline forecast. This is due to the year-to-year changes the agencies experience in determining funding sources and amounts and how revenues will be distributed between operating and capital expenditures. Finally, state and federal funding sources could change from current amounts. For example, revenue from the state's diesel tax has decreased over the past few years and federal American Rescue Plan Act of 2021 funding to address the impact of the pandemic will no longer be available. It is important to note that the numbers below are estimates and reflective of what was accurate at the completion of the SRTP. Additionally, for the purpose of addressing Senate Bill (SB) 125 funding requirements, the five-year budgetary forecast accounts for the SB 125 funding used to support some of the capital expenses projected for the three transit agencies over the five-year period, which is included in the state funding revenues identified for each agency. No SB 125 funding will be used to support operating expenses for any of the transit agencies.

As described in the beginning of this section, two funding scenarios were developed by the project team, Scenario 1 which reflects the proposed changes as part of the PCTPA and Roseville Transit COA and Scenario 2 which reflects changes that are not proposed at this time but were analyzed as part of the COA process and would be worth investigating more if funding becomes available. As shown in Table 16, all long-term changes (FY 2030+) from the previous section shown below are included in Scenario 2. There are no differences in Scenario 1 and Scenario 2 for Auburn Transit since they are not anticipating any operating or capital changes that do not have funding at this time. While the revenues and costs balance out for Auburn Transit and Roseville Transit, there is a funding shortfall to meet anticipated capital and operational costs for PCT. To close that gap, additional Local Transportation Fund (LTF) dollars or other sources of funding need to be secured.

Table 16: Five-Year Cost and Revenue Projections

Agency	Item		Near-Term			Mid-Term		Long-Term
			FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030+
Auburn Transit	Operating and Capital Revenues	Federal (Federal Transit Administration (FTA) 5311 funds)	$0.1 million	$0.1 million	$0.1 million	$0.1 million	$0.1 million	$0.1 million
		State (Low Carbon Transit Operations Program (LCTOP), State Transit Assistance (STA), State of Good Repair, and SB 125)	$0.5 million	$0.5 million	$0.5 million	$0.5 million	$0.5 million	$0.5 million
		Local (LTF, fares, Transportation Development Act ¼ cent sales tax revenue)	$0.8 million	$1.8 million	$0.2 million	$0.2 million	$0.3 million	$0.3 million
		Total	$1.4 million	$2.4 million	$0.8 million	$0.8 million	$0.9 million	$0.9 million
	Operating Costs	Scenario 1	$0.8 million	$0.8 million	$0.8 million	$0.8 million	$0.8 million	$0.8 million
		Scenario 2	$0.8 million	$0.8 million	$0.8 million	$0.8 million	$0.8 million	$0.8 million
	Capital Costs	Scenario 1	$0.6 million	$1.6 million	$0	$0	$0.1 million	$0.1 million
		Scenario 2	$0.6 million	$1.6 million	$0	$0	$0.1 million	$0.1 million
PCT	Operating and Capital Revenues	Federal (FTA Section 5307, FTA Section 5311, and Coronavirus Aid, Relief, and Economic Security (CARES) Act)	$2.8 million	$2.8 million	$2.8 million	$2.8 million	$2.8 million	$2.8 million
		State (LTF, STA, State of Good Repair, Regional Surface Transportation Program, LCTOP, and SB 125)	$5.5 million	$5.5 million	$5.5 million	$5.5 million	$5.5 million	$5.5 million
		Local (fares, aid from other agencies, and reimbursement from Tahoe Truckee Regional Transportation)	$3.0 million	$3.0 million	$3.0 million	$3.0 million	$3.0 million	$3.0 million
		Total	$11.3 million	$11.3 million	$11.3 million	$11.3 million	$11.3 million	$11.3 million
	Operating Costs	Scenario 1	$10.0 million	$10.0 million	$10.0 million	$10.0 million	$10.0 million	$10.0 million
		Scenario 2	$10.0 million	$10.0 million	$10.0 million	$10.0 million	$10.0 million	$10.7 million
	Capital Costs	Scenario 1	$17.8 million	$3.9 million	$0	$7.5 million	$0	$10.0 million
		Scenario 2	$17.8 million	$3.9 million	$0	$7.5 million	$0	$10.0 million
Roseville Transit	Operating and Capital Revenues	Federal (FTA 5307 (operations and capital) and 5339 (capital) funds)[7]	$10.8 million	$2.0 million	$2.0 million	$2.0 million	$2.0 million	$2.0 million
		State (STA, LCTOP, State of Good Repair, and SB 125)[8]	$17.7 million	$1.7 million	$1.7 million	$0	$0	$0
		Local (LTF, fares, reimbursement agreements, developer fees, and advertising)	$8.8 million	$5.6 million	$5.7 million	$5.9 million	$6.2 million	$7.8 million
		Total	$37.3 million	$9.3 million	$9.4 million	$7.9 million	$8.2 million	$9.8 million
	Operating Costs[9]	Scenario 1	$8.8 million	$9.3 million	$9.4 million	$7.9 million	$8.2 million	$8.5 million
		Scenario 2	$8.8 million	$9.3 million	$9.4 million	$7.9 million	$8.2 million	$9.8 million
	Capital Costs	Scenario 1	$28.5 million	$0	$0	$0	$0	$0
		Scenario 2	$28.5 million	$0	$0	$0	$0	$0

[7] Federal funding may require local match.
[8] Available Local Transportation Fund dollars will be used to concurrently support any projects receiving Senate Bill 125 funds.
[9] RapidLink costs only shown for the three-year duration of the pilot.

IMPLEMENTATION PLAN

This section provides a roadmap for the three agencies to follow to implement the capital and operational changes and recommended interagency coordination strategies. Performance metrics are also proposed for measuring the effectiveness of these changes as well as the performance of the RapidLink pilot project.

CAPITAL AND OPERATIONAL CHANGES

This section of the implementation plan focuses on the steps required to implement the capital plan and service plan portion of the SRTP.

FISCAL YEAR 2025-2026 – PREPARATION AND INITIAL SETUP

Before launching the full implementation of service changes, this phase focuses on preparing the foundational steps necessary to ensure the success of subsequent phases. This phase sets the groundwork for future changes by addressing key logistical and operational requirements. It includes the following recommendations:

- The three transit agencies should gather the most current data on ridership, travel patterns, and system performance measures to ensure that decision-making is grounded in the latest information.
- All three transit agencies should integrate new technology platforms to support demand response services and real-time transit information, using compatible platforms throughout the three transit agencies.
    - Auburn OnDemand was recently included in the GO South Placer app so that all three agencies now use the app for providing access to demand response service ride scheduling and tracking.
    - PCTPA, through its administration of the WPCTSA will support the transit agencies work with Spare Labs to develop a regional ADA paratransit service certification platform and process to allow the three agencies to have a streamlined digital process for certifying ADA eligibility on one platform.
- All three transit agencies should conduct targeted public outreach efforts to inform the community of upcoming changes, gather additional feedback, and ensure a smooth transition as new services are rolled out.
- The WPCTSA should conduct a bus stop assessment using available funding to determine the countywide standard for and condition of bus stop amenities, accessibility issues, identify and prioritize improvements and their associated costs, and determine locations for new bus stops based on the operational changes made by the region's three transit agencies and in collaboration with the other incorporated jurisdictions.

FISCAL YEAR 2025-2026 TO FISCAL YEAR 2027-2028 – NEAR-TERM CHANGES

The first phase of the implementation plan focuses on implementing changes that are already funded and ready to be incorporated. This includes all proposed changes for Auburn Transit and Roseville Transit.

AUBURN TRANSIT

- Coordinate with PCT to serve Sutter Urgent Care – Auburn with Auburn OnDemand service. The office is located just north of the intersection of Bell Road and State Route 49 and service will be provided within Auburn OnDemand's current span of service.

PLACER COUNTY TRANSIT

- Implement service changes on Route 10 (change route to serve Taylor Road park-and-ride), Route 20 (change end of route from Twelve Bridges to the Lincoln park and ride), Route 50 (convert to Dial-A-Ride zone), Route 60 (discontinue Auburn-Colfax segment), and Route 70 (extend to Lincoln park-and-ride and extend route to Joiner Parkway).
    - Prior to the Route 20 and Route 70 service change, bus stop amenities will need to be installed at the Lincoln park-and-ride and other new bus stop locations due to the updated routing.
- Continue coordination with Roseville Transit to replace the existing Granite Bay Dial-A-Ride service with Arrow service. This includes determining the service area boundaries and span of service and cost parameters, developing a draft agreement between the two agencies, coordinating implementation activities (i.e., agency bid processes), and updating the Spare Labs platform.
- Coordinate with the City of Roseville to install on-street charging infrastructure at the Roseville Galleria, within close proximity to the existing charging facilities located within the Roseville Galleria parking lot used to support Roseville Transit and the RapidLink services.
- Coordinate with local jurisdictions to add/modify bus stops to serve operational changes in Rocklin to account for the Route 20 service change and Lincoln to account for the Route 70 service change.
- Replace 12 vehicles and add two demand response vehicles.
- Install charging infrastructure at the PCT maintenance facility to accommodate four electric buses.

ROSEVILLE TRANSIT

- Implement service changes to commuter, local, and Arrow services from the COA.
- Implement RapidLink pilot service.
- Replace bus stop shelters using the SB 125 funding allocated to Roseville Transit to implement this effort.
- Install electric charging infrastructure at the Roseville Galleria.
- Install electric charging infrastructure at the Louis Orlando transit center and Roseville Galleria with allocated SB 125 funding.
- Replace seven commuter buses and add one, replace four local buses, replace eight demand response vehicles and add four, and five RapidLink buses.

In addition to implementing the RapidLink pilot service, the proposed performance metrics shown at the end of the SRTP will be discussed and refined by the TOWG as necessary to monitor the effectiveness of the pilot project. The data for the metrics should be pulled every six months throughout the pilot timing to see if trends are emerging, particularly because brand new services typically take several years to reach ridership maturity.

To further measure the performance of RapidLink, onboard and general public surveys should be conducted at least twice a year (with the option to take place more frequently to determine adequate levels of feedback) by Roseville Transit. Onboard surveys will help determine how RapidLink has affected ridership travel patterns and volumes, customers' ratings of service attributes and suggestions for changes, and how the public feels about the service and whether it meets their travel needs effectively. The public survey would include questions to gauge the level of awareness that residents in the area have regarding the RapidLink service and why they do (or do not) use the service.

Finally, corridor ridership counts of RapidLink and other lines in the RapidLink corridor (i.e., PCT Route 10 and Route 20 and Roseville Transit's new local Route 4) should be conducted to determine the impact of RapidLink on nearby routes' ridership and the net change to corridor ridership.

WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY

- Discuss potential strategies to expand the Placer Rides Program:
    - WPCTSA should consider expanding "Case Management" or "Information and Assistance" program activities for understanding who needs rides and where they need to go, in addition to available resources to address those needs, which would help inform both South Placer Transit Information, Education and Training activities as well as Placer Rides program eligibility and expansion changes.
    - Consider expanding the mileage reimbursement eligibility criteria for Placer Rides beyond essential trips only following implementation of "Case Management" and "Information and Assistance" program activities.
    - Consider expanding the "last resort rides" to offer trips beyond medical uses. The program could consider paying for Lyft/Uber rides for ambulatory users, utilizing existing resources and partnerships had with these transportation network companies.

FISCAL YEAR 2028-2029 TO FISCAL YEAR 2029-2030 – MID-TERM CHANGES

As mentioned above, all proposed changes for Auburn Transit and most for Roseville Transit will be implemented by FY 2028-2029. Therefore, mid-term and long-term changes primarily apply to PCT. Mid-term changes depend on securing funding to increase service levels and analyzing ridership to determine further changes to Route 50.

PLACER COUNTY TRANSIT

- Install charging infrastructure at Colfax Station, Rocklin Station, and the Twelve Bridges bus stop.
- Add two local buses.
- Extend Route 30 from Auburn's Nevada Station to central Auburn in coordination with the City of Auburn and Auburn Transit and add/modify bus stops as needed.
- Add one round trip on Route 40.
- Following the conversion of Route 50 to a Dial-A-Ride zone, analyze ridership to determine whether to reduce weekday service span from 12 hours to 9.5 hours and discontinue Saturday service. New services typically take at least two years to reach ridership maturity and ridership should be analyzed

every six months following the conversion to a Dial-A-Ride zone, with a full analysis of whether to make the other changes to take place at least two years after implementation.

FISCAL YEAR 2030+ – LONG-TERM CHANGES

The last phase includes all changes identified in PCTPA's and Roseville Transit's COA, even those that were not recommended to be included in the service plan. These changes include those recommended in PCTPA's 2018-2025 SRTP that were not implemented, findings from previous technical analysis and community and stakeholder outreach activities, and geographic gaps in the network that do not serve currently developed or developing areas.

AUBURN TRANSIT

- Acquire additional vehicles.

PLACER COUNTY TRANSIT

- Install charging infrastructure at the county's maintenance facility.
- Determine funding to improve headways on Route 10 from 60 minutes to 30 minutes on weekdays between 9:00 AM and 12:00 PM. Final recommendations for Route 10 should be developed based on the outcome of the RapidLink pilot project.
- Coordinate with the City of Lincoln to determine support and funding available for adding weekday service hours to the Lincoln Dial-A-Ride zone.
- Improve headways on the updated Route 20 from 60 minutes to 30 minutes weekdays between 12:00 PM and 6:00 PM pending funding availability and support from local jurisdictional partners.
- Improve headways on the updated Route 30 from 60 minutes to 30 minutes weekdays between 8:00 AM and 6:00 PM and add 60-minute Sunday service from 9:00 AM to 5:00 PM pending funding availability and support from local jurisdictional partners.
- Analyze Route 60 ridership to determine whether any additional trips should be added or removed based on return to office and travel demand patterns.
- Coordinate with Roseville Transit to expand demand response service to Placer Vineyards and Cook Riolo/Vineyard areas.
- Expand Rocklin/Loomis Dial-A-Ride zone to the Placer One area.
- Add lifeline services or an alternative transportation program solution to Foresthill and Sheridan if it is determined that they could be sustainable and financially feasible given available funding resources and demand.

ROSEVILLE TRANSIT

- Coordinate with PCT to expand demand response service to the Placer Vineyards and Cook Riolo/Vineyard areas.
- Implement 30-minute frequencies on Route 2.
- Implement new fixed route to Westpark with 30-minute frequencies.

TRANSIT AGENCY COORDINATION RECOMMENDATIONS

The following recommendations are intended to streamline decision making processes across the three agencies and improve the transit passenger experience in western Placer County. They also respond to the results of an online survey that was conducted between February 13th and March 28th to gauge from the public any changes that could be implemented to improve their riding experience across the three agencies.

- Update the existing WPCTSA JPA
- Regional transit branding and customer information
- Coordinated online trip planning
- Consistent and integrated fare structures/transit passes
- Fare capping

The expected implementation of these recommendations is discussed in detail in this section.

UPDATE THE EXISTING WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES JOINT POWERS AGREEMENT

PCT has individual annual agreements with the cities of Lincoln, Rocklin, Colfax, and the Town of Loomis to operate transit service on behalf of each jurisdiction. In addition, PCT and the City of Auburn have a funding agreement for PCT's Route 10 and Route 60 as well as maintenance of the Nevada Street Station. The City of Auburn and the City of Roseville do not have transit agreements with other cities.

The existing transit agreements have well-defined funding arrangements, but do not fully define decision-making processes, roles, and responsibilities for coordination strategies such as regional branding and trip planning, fare distribution and collection technology, fare capping, and bus stop responsibilities. Importantly, the agreements do not address multi-jurisdictional coordination on route changes that have impacts across jurisdictional boundaries.

It should be noted that the coordination of regional transit is commonly practiced in western Placer County. A good recent example is the joint procurement and implementation of the demand response Spare Labs technology platform and mobile phone application for ride requests by Auburn Transit, PCT, and Roseville Transit branded as GO South Placer. GO South Placer provides access to booking demand response services provided by all three transit agencies operating within the cities of Roseville, Rocklin, Lincoln, Loomis, Auburn, and unincorporated Placer County.

The existing WPCTSA JPA was approved by the Placer County Board of Supervisors in August 2008 and subsequently approved by all the incorporated municipalities in Placer County. The JPA establishes the WPCTSA's powers, duties, and administrative responsibilities, one of which is to lead regional coordination and service planning activities for the transit agencies operating in western Placer County. As a first coordination step, rather than creating a new intergovernmental agreement (IGA) or JPA, the transit agencies should consult with their respective agency's legal counsel, risk management, and governing bodies to evaluate the feasibility of amending the WPCTSA's existing JPA to further clarify or expand its decision-making authority, roles, and responsibilities for implementing the coordination strategies described below. The updated JPA does not need to replace the existing funding agreements between the transit agencies,

and it could address other cooperative items of interest to the agencies such as joint procurement and continued maintenance of equipment. Updating the JPA agreement should be the first step to improve network integration since the other strategies listed below are dependent on it. The updated agreement should also codify a coordinated approach to implementing service changes to ensure changes to one agency's services do not adversely affect another and maintain the interconnected nature of all three agency's' transit services. Updating the WPCTSA's JPA could further potentially position the three agencies to be more successful when applying jointly for grant funding opportunities in the future.

The updated JPA could be modeled after a similar one developed for the Northwest Oregon Transit Alliance (NWOTA), which includes performance metrics tracking for the participating transit agency's ridership, costs, and service impacts on vehicle miles traveled and greenhouse gas emission reductions.

The updated JPA should include future decision-making roles and responsibilities, and evaluation criteria related to the RapidLink pilot project. Additionally, it should identify a process to determine whether the route should stay in operation beyond the three-year pilot period, how services may be modified during the pilot program, and ongoing funding source solutions should the service operate past the pilot program's initial term.

REGIONAL TRANSIT BRANDING AND CUSTOMER INFORMATION

The transit agencies in western Placer County have established branding that has evolved over the decades. Each agency's branding follows and/or closely complements the overarching brand of the governing agency that is responsible for administering the service. There are different service identities under the individual brands (i.e., Placer Commuter Express, Placer County Transit, Arrow, Roseville Local, Auburn OnDemand, etc.). This recommendation is to create a unifying regional brand and logo which supplements and will not replace each individual agency's existing brands.

There are several examples of separate agencies creating a unifying brand as part of formal consolidation, like Stanislaus Regional Transit Authority and Tulare County Regional Transit Authority. However, the recommendation for western Placer County transit agencies is to create a unifying brand that overlays existing branding without consolidation of the services under one particular entity. A prime example is NWOTA's Northwest (NW) Connector brand. Each of the five transit agencies that make up NWOTA maintains autonomy in day-to-day operations, finances, and services provided. However, collectively all five services are branded as the "NW Connector". There is a single website and trip planning tool integrating the NW Connector services. Each agency maintains their own fare structure, but all use one fare collection technology to provide fare purchasing consistency throughout the NW Connector service area. Each transit agency's buses have its unique identity branding, and the NW Connector branding has been added to their existing branding to show how the transit agencies are unified under NWOTA. The recently created South Placer Transit Information, Education, and Training program's branding is modeled from the NW Connector branding since that program jointly promotes all three transit agencies in western Placer County.

Another example is the joint branding by Placer County and the Town of Truckee for Tahoe Truckee Area Regional Transportation (TART). In this case, both agencies adopted the same bus paint/wrap scheme with only slight differences. Over the course of two years, each agency replaced individually branded bus stop signs with the new TART branded signs that identify the agency in small print on the sign. Most importantly,

one phone number and website are used for both systems. Both Placer County and the Town of Truckee still maintain separate operations and governance of their respective services.

Regional branding should be one of the WPCTSA's responsibilities included in the updated JPA discussed above. If included, the WPCTSA's updated JPA would establish how decision-making takes place for website management, design, and content. Bus stop facilities and transit vehicles (if supported) could also include a new regional brand highlighting the joint partnership among the three transit providers serving western Placer County. Other customer-facing technologies, such as fare payment and trip planning, would also benefit from regional branding.

Branding would likely start with all digital assets, such as websites and social media graphics. Re-designed branding for bus stop signage and other passenger-facing amenities to incorporate the regional branding scheme could also be implemented relatively quickly in phases or by geographic area pending available resources. Even if collectively supported, re-branding each transit agency's service vehicles might take longer as vehicle replacement cycles occur over several years. New buses delivered could include specific new exterior graphics related to the regional brand, but existing vehicles may have to consider some interim new regional branding modifications to last until the vehicle is replaced. Steps to implement this new regional branding would be as follows:

- Engage key stakeholders in the branding process.
- Convene a branding/marketing committee.
- Select a professional firm experienced in branding (similar to GO South Placer platform or the South Placer Transit Information, Education, and Training program).
- Create a schedule for branding launch and placement.
- Present proposed branding to stakeholders.
- Finalize and launch branding.

COORDINATED ONLINE TRIP PLANNING

Another recommendation is to incorporate a trip planning tool on both the South Placer Transit Information, Education, and Training program's website, as well as through a unified app. SRTP survey respondents indicated using a variety of service platforms to plan their trip, with most using the Roseville Transit website (31%), PCT website, or a Google/Apple Maps or similar app. Nearly 70% of respondents indicated it is currently difficult or moderately difficult to plan their transit trips. Improving the trip planning process would also help passengers transfer between the three agencies, something nearly 78% of respondents indicated was currently difficult or moderately difficult to do.

The foundation of any modern trip planning tool or app is General Transit Feed Specification (GTFS) data, which agencies publish through a stable web link, making it accessible for use in various applications. GTFS data is shared in the following formats:

- GTFS: Static route and schedule information that is required to be published by the National Transit Database; all three agencies have this data published.

- GTFS-RT: Real-time data that adds a level of detail that constantly updates with real-time bus location that allows trip planning tools and apps to predict real-time service times to stops. This can also allow users to see where their bus is in real time and even the bus capacity if Automatic Passenger Counters are installed on buses. Roseville Transit is the only agency of the three to currently publish GTFS-RT data, which relies upon their onboard technology package and computer-aided dispatch software, which is provided by the company GMV Transit. Implementing real-time transit information was strongly requested by survey respondents.
- GTFS-Flex: A relatively new GTFS format that allows for the incorporation of demand response services in trip planning tools and apps such as Google Transit; none of the three transit agencies currently publish this data.

To modernize and integrate trip planning for all western Placer County transit services, the following actions are recommended:

- All agencies should work to generate and publish GTFS-RT data so that demand response services can be incorporated into trip planning tools and apps such as Google Transit. Spare Labs provides a free GTFS-Flex Builder Tool that could be used to generate and publish this data.
- Auburn Transit should remove the Auburn Loop GTFS data, as this route is no longer in service but still appears in trip planning tools due to outdated published data.
- PCT should coordinate with Auburn Transit and Roseville Transit to ensure that GTFS common bus stops are consistently named and include schedules from each agency.
- PCT should procure a technology suite that supports GTFS-RT data publication. This would improve the passenger experience with real-time information and foster confidence in inter-agency connectivity. PCT and Roseville Transit will be using different vendors and coordination should be pursued if possible given the differences in software.
- After updating and expanding GTFS formats, a third-party app developer could be contracted to build a branded, unified trip planning app, possibly integrated into the existing GO South Placer app. Alternatively, directing users to Google Maps or the Transit app may offer a more cost-effective and accessible solution.
- Publish printable itineraries with maps and schedules for common inter-agency trips on the South Placer Transit Information, Education, and Training website to support passengers that are less comfortable with digital tools.
- Maintain accurate, up-to-date GTFS data, regularly monitor app functionality, and stay informed on emerging technologies. This could be another discussion topic for the TOWG meetings.

CONSISTENT AND INTEGRATED FARE STRUCTURES/TRANSIT PASS

FARE STRUCTURE

Fare coordination is not a new idea for transit agencies in the greater Sacramento area. Connect Card is a regional electronic fare card that allows passengers to load cash value onto a smart card, which can be used to pay fares for PCT, Roseville Transit, and five other regional transit agencies at their established rates. This program was first implemented in 2016 and was organized by the Sacramento Area Council of Governments

then subsequently administered by the Sacramento Regional Transit District (SacRT) on behalf of the participating transit agencies. Connect Card is being phased out as it is a "closed proprietary system" that requires passengers to purchase and use a specific card provided by a third-party vendor. Instead, SacRT is leading the procurement for a new open-loop fare payment system using Kuba equipment and supporting Little Pay and Masabi software and technology platforms purchased through the California Integrated Travel Project's (Cal-ITP) joint procurement program and Master Services Agreement (MSA). The new onboard fare collection technology will enable passengers to pay with any contactless-enabled mobile device or credit/debit card without the need to load funds onto a non-refundable third-party payment card. Due to issues with technical and customer support, and having already upgraded some GenFare fareboxes, PCT is in the process of switching to all GenFare Fast Fare farebox equipment instead of using the Kuba devices. However, there still may be an opportunity to connect GenFare to the supporting Little Pay and Masabi software and technology platforms, which PCT is currently investigating.

The fare structures for the three transit agencies differ. This can be expected given the wide variety of route distances and services offered by each agency. A long-term coordination objective should be to make using the transit systems in western Placer County as easy as possible, which includes simplifying the fare payment process. Over half of all SRTP survey respondents indicated that it is difficult or moderately difficult to pay their transit fare. Standardizing and simplifying fare structures and discount group classifications would enhance regional coordination and likely increase inter-agency transfers and overall ridership. However, this is not a simple undertaking given that each agency has its own policy and approval process for fare changes. Initial steps could include:

- Discuss possible fare standardization options with each transit agency's respective governing body, including:
    - When or how often fare price increases should be considered (i.e., after a certain increase in the Consumer Price Index or based on operational cost increases).
- Defining discount group fare categories that are consistent among all three transit agencies.
- Identifying reasonable fare ranges for each type of service collectively provided by the transit agencies: local fixed routes, commuter routes, and demand response services. Discounted fares should be assumed to be half of the general public fare within each respective service type category.
- Offer the same fare pass categories for each service type (i.e., daily, weekly, monthly, etc.).
- Define clear transfer privileges between the three transit agencies and their respective service categories and ensure customers are not charged a second fare when transferring between services.
- Share feedback from the respective transit agency's governing body during a formal TOWG meeting to assess regional alignment.
- If alignment exists, publicize the proposed plan and gather public input before each agency seeks final board approvals.

TRANSIT PASS

The idea of a regional transit fare pass was also considered. Under this scenario, a regional card (in plastic or electronic form on a mobile phone) could be purchased online through an app or at certain retailers and used for any transit agency in the region. This is similar to the idea of Connect Card, except that the regional

card is only good for a certain amount and time period, not an arbitrary amount of money uploaded to the card. Fare capping would not apply in this case, so passengers would be required to pay upfront for the full cost of the pass.

Currently, PCT and Roseville Transit have a reciprocal agreement to accept each other's daily, 14-day, and 30-day passes on local routes. Single-ride transfers are not honored. This agreement does not include accounting for fare revenue. It is assumed that there is a similar number of passes accepted by each transit agency and considered "a wash". This arrangement allows for seamless transfers for passengers purchasing some type of pass. Masabi (which Roseville Transit will be implementing and is being considered by PCT) offers cross-agency electronic ticketing through their mobile phone app, making it possible to have some sort of regional pass in western Placer County. While nearly 30% of survey respondents preferred to pay their fare via a regional electronic fare or pass card, a regional pass would not be a significant improvement over the existing fare transfer agreements, as it would likely involve more complicated accounting to distribute fare revenue. Lastly, it should be noted that there are fare discrepancies between Roseville Transit's $4.00 daily pass that costs significantly more than PCT's $2.50 24-hour pass. This provides a baseline level of interagency coordination to be improved upon in the future. One option would be to make the 24-hour pass price equivalent to just over two times the one-way trip fare for either PCT or Roseville Transit or $3.25.

Auburn Transit does not participate in inter-agency fare agreements and only offers their Auburn OnDemand service with no duration-based passes. The three agencies should discuss whether it is practical to allow transfers between Auburn OnDemand and PCT fixed routes in the City of Auburn.

FARE CAPPING

Fare capping is a modern fare policy that eliminates the need for riders to pre-purchase daily or monthly passes. Instead, passengers pay as they ride using a smart card or smartphone. Once they reach the cost equivalent of a daily or monthly pass, no further charges are applied. This approach supports:

- Greater convenience for riders.
- Improved equity by removing upfront cost barriers.
- Increased adoption of digital fare payment, reducing cash handling.
- Faster boarding and reduced fare disputes for drivers.

As mentioned above, both PCT and Roseville Transit are currently upgrading their fare payment systems. Roseville Transit is installing Kuba contactless card reader equipment, while PCT is upgrading to GenFare Fast Fare farebox equipment to support contactless fare payments. Roseville Transit will still be using GenFare fareboxes to track rides and accept Connect Cards. Overall, these upgrades are significant steps toward modernizing fare collection and reporting.

The following scenario provides an example of how fare capping could be applied on a regional level to create a coordinated fare payment system between the local fixed route services in western Placer County. A passenger boards a Roseville Transit bus using their debit card, then transfers to a PCT bus at the Roseville Galleria, also using their debit card. With a regional fare capping system, the passenger would then be able to take advantage of a regional daily, weekly, or monthly fare cap. The fare cap would apply to rides for both PCT and Roseville Transit. For example, the regional daily fare cap could be $5.00. This is the maximum amount

most SRTP survey respondents (55%) indicated they would prefer to pay for transit trips. Under this scenario, once the passenger reaches $5.00 worth of trips on either PCT and/or Roseville Transit local fixed routes, the passenger would no longer be charged a fare for the remainder of that day. The two agencies could still maintain separate fare structures, but the passenger would not have to worry about purchasing a daily or weekly pass for either respective system because the fare capping would eliminate the need for passes regardless of which system the customer is using as long as the payment capture software and technology platforms among all the transit agencies are coordinated with each other.

One challenge associated with the idea of regional fare capping is how the fare revenue would then be distributed between PCT and Roseville Transit on the back end. As an example, San Luis Obispo County has a regional daily fare and 31-day pass that can be used on San Luis Obispo Regional Transit Authority (SLO RTA), SLO Transit, Morro Bay Transit, and Atascadero Dial-A-Ride. Fare revenue obtained from the sales of the regional passes is allocated as follows: SLO RTA administers the program and reconciles revenue on a monthly basis. The number of riders using each pass type is multiplied by the average fare paid for each system as a whole to calculate "fare-weighted riders". Next, the percentage of fare-weighted riders per system is calculated. After a nine percent administrative fee is taken off the top for SLO RTA, the percent of fare-weighted riders is multiplied by total monthly revenue by the pass type to determine the balance owed to each agency.

As previously mentioned, fare capping can only occur when the fare collection technologies can communicate with each other. Discussions with the Cal-ITP staff and fare technology software providers indicate that integrating fare capping across different hardware fare collection systems may be possible but is likely cost-prohibitive. There may be additional costs for integrating the two different hardware systems that weren't originally designed to be integrated. It is also important for all systems to be "on the cloud". A unified fare capping program should be a long-term goal. However, in the meantime, the three transit agencies should coordinate future technology upgrades and utilize resources like the Cal-ITP MSA to streamline procurement and ensure future interoperability.

In summary, fare capping on a regional level is likely unfeasible at this time. However, fare capping within each transit agency should be considered as a tool to encourage ridership. If the three agencies decide on pursuing a fare capping strategy, the following steps should be considered:

- Cal-ITP published a 2022 case study *Contactless Fare Payments Data: Lessons Learned* which recommends implementing GTFS-RT alongside contactless payment systems, because it allows for stop level payment data tracking and analysis which could help to identify trip making patterns and strengthen the fare capping partnership. This is not a mandatory step unless zone based rather than duration-based fare capping is considered.
- The three transit agencies and WPCTSA should discuss a standardized fare structure and coordinate future changes to assist with implementing a potential fare capping strategy. The TOWG should set parameters for when fare increases should occur, align definitions and parameters for discount passenger group fare categories, set reasonable ranges for different fare types, and standardize types of passes available among all three transit agencies.
- As a long-term goal, the three agencies should adopt a unified fare collection hardware and software technology platform and mobile phone application across all three transit agencies. A common platform greatly reduces implementation complexity and cost compared to combining systems from

various vendors and providers. Discussions of future fare procurement technology should continue to occur through regular TOWG and WPCTSA meetings.

PERFORMANCE METRICS AND STANDARDS

An important element in the success of any organization is a clear and concise set of goals and objectives, as well as an established set of performance measure targets and standards used to help evaluate how they can be attained. Transit agencies that expend public funds have a responsibility to provide transparency regarding how operational performance goals and targets are being met. Funding partners also have a responsibility to ensure that funds provided to the transit agencies are being used appropriately, and that services are operating effectively and efficiently. An adopted set of performance measure targets and standards further help to both internally and externally communicate the values of the transit agencies to other organizations, the public, and the agency's staff.

ON-GOING SYSTEM PERFORMANCE MONITORING

The project team worked with the three agencies to determine a set of performance metrics and standards that apply to the unique set of services provided by each agency. The metrics and standards aim to meet the goals of PCTPA and Roseville Transit's COA's:

- Increase transit usage (PCTPA COA)
- Plan and provide an efficient, effective, and equitable network (PCTPA COA)
- Deliver reliable and integrated transportation options (PCTPA COA)
- Elevate the transit experience (Roseville Transit COA)
- Achieve a modal shift toward public transit (Roseville Transit COA)
- Foster sustainable urban mobility (Roseville Transit COA)
- Enhance data-drive decision-making (Roseville Transit COA)
- Innovate and improve commuter services (Roseville Transit COA)

The performance standards and metrics are broken into a number of different categories including the applicability of the metric and type of service. At a minimum, the following metrics should be monitored and reported to each agency's governing body or jurisdiction:[10]

- Annual boardings
- Boardings per vehicle service hour
- Boardings per vehicle service mile
- Operating cost per passenger trip
- Operating cost per vehicle service hour

[10] These metrics are required to be reported in Transportation Development Act performance audits with the addition of vehicle service hours per employee.

- On-time performance (fixed routes only)
- Average wait time (demand response services only)

Depending on the availability of data collected by each agency, the following are examples of other metrics to monitor and report to each agency's governing body or jurisdiction. This is not an exhaustive list and should be discussed with each agency to determine the feasibility and applicability of inducing these metrics.

- Total service miles per preventable accident
- Total service miles per accident
- Total service miles per road calls
- Farebox recovery ratio
- Subsidy per passenger trip

The sections below provide proposed ranges for the first set of metrics described above for each agency. These ranges should be discussed and refined by the TOWG to determine whether any modifications need to occur to ensure the accurate measuring of performance of services. For each range there is a standard, low, and high value established. This will allow agencies to determine services that are closer to the lower end of the range and require adjustments such as removing a portion of a route or reducing span of service to focus on times of higher ridership to improve accordingly or closer to the higher end and could see further increased ridership with enhancements to the service such as increased frequencies or span of service. The standard reflects the data received from Auburn Transit, PCT, and Roseville Transit. The low value is calculated as 75% of the standard and the high value is calculated as 125% of the standard for each metric. The low values should be achieved at a minimum by each agency, while the high value indicates aspirational targets for each agency.[11] Table 17 provides a description of each performance standard.

Table 17: On-Going Performance Standards Definitions

Performance Metric	Description	Units	Applicability
Annual Boardings	Number of passenger boardings per FY. This metric measures overall usage of a route or demand response service.	Annual total	Fixed routes and demand response services
Boardings per Vehicle Service Hour	Number of passenger boardings per vehicle service hour per FY. This metric measures route or demand response service area effectiveness/productivity over a duration of time and is influenced by hours of operation.	Annual total	Fixed routes and demand response services
Boardings per Vehicle Service Mile	Number of passenger boardings per vehicle service mile per FY. This metric measures route or demand response service area	Annual total	Fixed routes and demand response services

[11] Note that the low and high values are flipped for operating cost per passenger trip and operating cost per vehicle service hour since the goal is to keep those as low as possible.

Performance Metric	Description	Units	Applicability
	effectiveness/productivity and is influenced by trip length.		
Operating Cost per Passenger Trip	Operating costs per number of passenger boardings per FY. This metric measures financial efficiency and return on investment in relation to ridership.	Annual total	Fixed routes and demand response services
Operating Cost per Vehicle Service Hour	Operating costs per vehicle service hour per FY. This metric measures financial efficiency and can be used to identify service inefficiencies.	Annual total	Fixed routes and demand response services
On-Time Performance	Percentage of "on-time" arrivals according to the service schedule. This metric focuses on passenger experience and transit reliability.	Annual percentage	Fixed routes only
Average Wait Time	Total number of minutes passengers wait for demand response service pick-ups per FY. This metric focuses on passenger experience and service reliability.	Annual average	Demand response services only

AUBURN TRANSIT

The proposed standards in Table 18 for Auburn Transit's Auburn OnDemand service reflect FY 2024-2025 data received from Auburn Transit.

Table 18: Proposed Auburn Transit Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**23,128**	17,346	28,923
Boardings per Vehicle Service Hour	**2.79**	2.09	3.49
Boardings per Vehicle Service Mile	**0.23**	0.17	0.29
Operating Cost per Passenger Trip	**$28.02**	$35.03	$21.02
Operating Cost per Vehicle Service Hour	**$70.71**	$88.39	$53.03
Average Wait Time	**7 minutes**	5 minutes	9 minutes

PLACER COUNTY TRANSIT

As shown in Table 19, Table 20, Table 21, and Table 22, specific standards are proposed for the various types of PCT services to ensure the standards account for the service's context in the network and region (i.e., types of area served and mode of service). Similar to Auburn Transit, the proposed standards reflect FY 2024-2025 data received from PCT. The breakdown of services is shown below:

- Fixed routes
    - Local – urban/suburban
        - Route 10, Route 20, Route 30, Route 70, and Route 80

- Local – rural
  - Route 40 and Route 50
- Commuter
  - Route 60

- Dial-A-Ride
  - All PCT Dial-A-Ride zones

Table 19: Proposed Placer County Transit Local Urban/Suburban Fixed Route Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**30,188**	22,641	37,735
Boardings per Vehicle Service Hour	**11.05**	8.29	13.81
Boardings per Vehicle Service Mile	**0.75**	0.56	0.94
Operating Cost per Passenger Trip	**$42.11**	$52.64	$31.58
Operating Cost per Vehicle Service Hour	**$142.58**	$178.23	$106.94
On-Time Performance	**71%**	53%	89%

Table 20: Proposed Placer County Transit Local Rural Fixed Route Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**2,038**	1,529	2,548
Boardings per Vehicle Service Hour	**1.01**	0.76	1.26
Boardings per Vehicle Service Mile	**0.05**	0.04	0.06
Operating Cost per Passenger Trip	**$42.11**	$52.64	$31.58
Operating Cost per Vehicle Service Hour	**$142.58**	$178.23	$106.94
On-Time Performance	**64%**	48%	80%

Table 21: Proposed Placer County Transit Commuter Fixed Route Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**16,983**	12,737	21,223
Boardings per Vehicle Service Hour	**13.38**	10.04	16.73
Boardings per Vehicle Service Mile	**0.44**	0.33	0.55
Operating Cost per Passenger Trip	**$25.02**	$31.28	$18.77
Operating Cost per Vehicle Service Hour	**$171.63**	$214.54	$128.72
On-Time Performance	**64%**	48%	80%

Table 22: Proposed Placer County Transit Dial-A-Ride Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**6,727**	5,045	8,409
Boardings per Vehicle Service Hour	**2.71**	2.03	3.39

Performance Metric	Standard	Low	High
Boardings per Vehicle Service Mile	**0.22**	0.17	0.28
Operating Cost per Passenger Trip	**$83.05**	$103.81	$62.29
Operating Cost per Vehicle Service Hour	**$141.45**	$176.81	$106.88
Average Wait Time	**20 minutes**	15 minutes	25 minutes

ROSEVILLE TRANSIT

Similar to PCT, specific standards are proposed by type of Roseville Transit service. Table 23 includes proposed standards for local fixed routes, Table 24 includes proposed commuter fixed route standards, and Table 25 shows proposed Arrow/Dial-A-Ride standards. The proposed standards reflect FY 2023-2024 data received from Roseville Transit.

Table 23: Proposed Roseville Transit Local Fixed Route Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**125,585**	94,189	156,981
Boardings per Vehicle Service Hour	**3.89**	2.92	4.86
Boardings per Vehicle Service Mile	**0.19**	0.14	0.24
Operating Cost per Passenger Trip	**$38.51**	$48.14	$28.88
Operating Cost per Vehicle Service Hour	**$149.93**	$187.41	$112.45
On-Time Performance	**90%**	68%	100%

Table 24: Proposed Roseville Transit Commuter Fixed Route Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**30,494**	22,871	38,118
Boardings per Vehicle Service Hour	**6.30**	4.73	7.88
Boardings per Vehicle Service Mile	**0.05**	0.04	0.06
Operating Cost per Passenger Trip	**$33.27**	$41.59	$24.95
Operating Cost per Vehicle Service Hour	**$209.64**	$262.05	$157.23
On-Time Performance	**90%**	68%	100%

Table 25: Proposed Roseville Transit Arrow/Dial-A-Ride Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings	**24,116**	18,087	30,145
Boardings per Vehicle Service Hour	**2.59**	1.94	3.24
Boardings per Vehicle Service Mile	**0.04**	0.03	0.05
Operating Cost per Passenger Trip	**$65.60**	$82.00	$49.20
Operating Cost per Vehicle Service Hour	**$170.10**	$212.63	$127.58
Average Wait Time	**20 minutes**	15 minutes	25 minutes

RAPIDLINK

In addition to developing performance metrics and standards for fixed routes and demand response zones, these ranges were also developed for the RapidLink pilot project. These performance metrics were developed through evaluating peer agencies, such as Sound Transit in Seattle and Valley Metro in Phoenix,[12,13,14] as well as through the FY 2018-2019 PCT Triennial Performance Audit.[15] As shown in Table 26, they include the minimum metrics recommended for each agency to monitor and report to each their governing body or jurisdiction as well as some additional metrics including:

- Impact on ridership of existing PCT and Roseville Transit routes/entire system ridership growth
- Mode shift factor
- Annual operating cost

These performance metrics should be used to evaluate the entire route as well as route segments and times of day to determine if certain parts of the route or certain times of the day perform differently and warrant service adjustments. The performance metrics and standards were determined using data from Roseville Transit's COA and existing performance data for PCT Route 10 when RapidLink projections were not available since that route is fairly similar to RapidLink in its limited number of stops, structure, and connections to key activity generators. The metrics and ranges should be refined and amended as necessary by the TOWG through on-going discussion and evaluation. Table 27 provides definitions for the performance standards that are unique to the RapidLink pilot project.

Table 26: RapidLink Performance Standards Definitions

Performance Metric	Description	Units	Applicability
Entire Fixed-Route Transit System Growth/Impact of RapidLink on Existing Fixed Route Transit Services[16]	Percentage of total fixed route transit system growth (PCT and Roseville Transit service) after introduction of RapidLink service. This metric measures total system growth using FY 2023-2024 ridership levels as the base year. This is used to estimate the number of RapidLink passengers that previously took a different fixed route service.	Annual percentage	RapidLink only
Mode Shift Factor	Percentage of passengers that shift to transit from motor vehicle travel with the introduction of RapidLink service. This metric uses an on-board survey to	On-board survey response percentage	RapidLink only

[12] Source: "Transit Standards and Performance Measures", Connect Beyond, 2021, https://www.connect-beyond.com/docs/CONNECT_Beyond_Transit_Standards_and_Performance_Measures_Final.pdf.
[13] Source: "Sound Transit Service Standards and Performance Measures", Sound Transit, 2018, https://www.soundtransit.org/sites/default/files/documents/2018-service-standards-measures.pdf.
[14] Source: "Transit Standards and Performance Measures", Valley Metro, 2019, https://www.valleymetro.org/about/agency/transit-performance/standards-measures.
[15] https://pctpa.specialdistrict.org/files/28b402514/FINAL+PCT+2021+TPA_6-30-22.pdf.
[16] This metric is intended to be measured after the first fiscal year of RapidLink service. In subsequent years a metric measuring the percentage growth of RapidLink ridership may be more useful for monitoring growth of the service.

Performance Metric	Description	Units	Applicability
	estimate the number of passengers who would drive alone, have someone else drive them, shift to taxi, and/or carpool if RapidLink was not available.		
Annual Operating Cost	Total operating cost of the RapidLink service. This metric measures the actual financial cost of this new service which can be compared to the financial projections in Roseville Transit's COA.	Annual total	RapidLink only

Table 27: Proposed RapidLink Performance Standards

Performance Metric	Standard	Low	High
Annual Boardings[17]	**48,000**	36,000	60,000
Boardings per Vehicle Service Hour	**6.25**	4.69	7.81
Boardings per Vehicle Service Mile	**0.13**	0.10	0.16
Entire Fixed-Route Transit System Growth/Impact of RapidLink on Existing Fixed Route Transit Services	**10% system growth (20,500 riders from existing routes)**	7.5% system growth (15,500 riders from existing routes)	12.5% system growth (25,500 riders from existing routes)
Mode Shift Factor	**34%**	26%	43%
Operating Cost per Passenger Trip	**$35.42**	$44.28	$26.57
Operating Cost per Vehicle Service Hour	**$197.76**	$247.20	$148.32
Annual Operating Cost	**$1.7 million**	$2.1 million	$1.3 million
On-Time Performance	**83%**[18]	62%	100%

REGIONAL PERFORMANCE MONITORING

The following metrics and thresholds should be used to determine the feasibility of making service changes including adjusting frequencies, route length/direction, and spans of service. These should be referenced when each agency receives requests from the public or developments for service to determine whether or not that area warrants being served. These are not recommended to be reported to each agency's governing body or jurisdiction.

- Population within ½ mile of a fixed route bus stop
- Percentage of residents in respective agency's on-demand service areas that work within a demand response service zone

[17] Estimated ridership from Roseville Transit. Ridership is anticipated to grow 3%-5% per year following implementation of the pilot project.
[18] This is based on Placer County Transit Route 10 data from Placer County Transportation Planning Agency's Comprehensive Operational Analysis.

Similar to the previous section, a proposed threshold, low, and high value range is provided for each type of service provided. Table 28 provides definitions for the service change request performance standards.

Table 28: Service Change Request Performance Standards Definitions

Performance Metric	Description	Units	Applicability
Population within ½ mile of a fixed route bus stop	Percentage of Placer County residents living in a Census Block Group within ½ mile of a fixed route bus stop. This metric measures population[19] covered by fixed-route transit services and can indicate when service may need to be adjusted accordingly with land use changes.	Percentage of residents	Fixed routes only
Percentage of residents in respective agency's on-demand service areas that work within a demand response service area	Percentage of residents living within a demand response service area zone that also work within the service area zone. This metric uses census reported employment data[20] to estimate the service area coverage performance for commute trips.	Percentage of residents	Demand response only

FIXED ROUTES

As of 2023, 74% of Placer County residents currently live within ½ mile of a PCT or Roseville Transit bus stop. As shown in Table 29, the following metric creates thresholds around this 74% baseline coverage to indicate when a change in service may be necessary. An increase in coverage may indicate a need for more frequent service and a decrease in coverage may indicate a need for expanded service due to an increase in population density outside of current service areas. This metric would be monitored by PCTPA.

Table 29: Proposed Regional Fixed Route Thresholds

Performance Metric	Threshold	Low	High
Population within ½ Mile of a Fixed Route Bus Stop	**74% ± 5%**	74% ± 7.5%	74% ± 2.5%

DEMAND RESPONSE SERVICES

Table 30 shows the percentage of residents who both live and work within the demand response service area for each respective agency as of 2022. While not every trip taken is a commute trip, this metric uses available data to measure how well each demand response service area provides coverage for commuting purposes. This can be used to help agencies understand where residents are traveling to and adjust service as necessary to aid in offering first/last mile transportation solutions. This metric would be monitored by each individual agency.

[19] Source: "B01001 | Sex by Age", United States Census Bureau, 2023, https://data.census.gov/table/ACSDT5Y2023.B01001?q=population&g=050XX00US06061$1500000&y=2023.
[20] Source: "Longitudinal Employer-Household Dynamics", United States Census Bureau, 2022, https://lehd.ces.census.gov/data/.

Table 30: Proposed Regional Demand Response Thresholds

Performance Metric	Threshold	Low	High
Percentage of City of Auburn Population Working within Auburn OnDemand Service Area	**20%**	25%	15%
Percentage of City of Roseville Population Working within Roseville Transit Arrow/Dial-A-Ride Service Areas	**22%**	28%	17%
Percentage of Population in PCT Jurisdictions Working within PCT Dial-A-Ride Service Areas	**25%**	31%	19%

APPENDIX 1: TECHNICAL ADVISORY COMMITTEE PARTICIPANT ORGANIZATIONS

- Auburn Transit
- City of Colfax
- City of Lincoln
- City of Rocklin
- City of Roseville
- Town of Loomis
- Latino Leadership Council (LLC)
- MV Transportation (South Placer Transit Information, Education and Training staff)
- PCTPA Social Services Transportation Advisory Council
- Placer County Office of Education
- Placer County Health and Human Services
- PCT
- Placer Independent Resource Services
- Residents of Rocklin and Roseville
- Seniors First

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.6
File #: 0203-01 & 0203-02 & 0201-01
Item ID: 2025-621

Title:	Wastewater Collections Cured-in-Place Lining Equipment and Fleet Truck and Equipment Purchases – Purchase Order and Budget Adjustment
Contact:	Loni Randolph 916-746-1898 lrandolph@roseville.ca.us

SUMMARY

Staff recommends approval of a purchase order to Vortex Holdco, LLC dba Vortex Technology Group, LLC for one (1) Ford F600 truck, with an 18-foot enclosed box body and a UV8000 lining equipment system utilizing the Helping Governments Across the Country Buy (HGACBuy) contract #TP07-25 in the amount of $961,443; and the purchase of (1) Schwalm Talpa FSR 1330 and 2060 Robotics Cutting System for sewer rehabilitation installed into Fleet ID 22-356 as a retrofit utilizing HGACBuy contract #TP07-25 in the amount of $286,577. The total cost of the truck, equipment, robotics, including transportation costs, shall not exceed $1,272,120. Funding for the Vortex Technology truck and equipment is included in the FY2025-26 Fleet Replacement Fund budget. Staff also recommends approval of a budget adjustment of $14,120 for the Sewer Collection System Cured-in-Place Pipe (CIPP) Rehabilitation Project, which is funded by the Wastewater Rehabilitation Fund. This budget adjustment increases the budget to fund the transportation costs plus contingency associated with the purchase of a new truck equipped with CIPP lining equipment through the Fleet Replacement Fund. The new truck will allow Wastewater Collections staff to perform trenchless repair and rehabilitation work on existing sewer mains.

RECOMMENDATION

Staff recommends the City Council approve a purchase order to Vortex Holdco, LLC dba Vortex Technology Group, LLC for one (1) Ford F600 truck, with an 18-foot enclosed box body and a UV8000 lining system equipment utilizing HGACBuy contract #TP07-25; and the purchase of a Schwalm Talpa FSR 1330 and 2060 Robotics Cutting System for sewer rehabilitation installed into Fleet ID 22-356 utilizing HGACBuy contract #TP07-25. The Ford F600 truck will be a fleet addition, and the robotics cutting system will be a retrofit to Fleet ID 22-356. The total cost, including the truck, options, equipment, robotics, transportation, and sales tax shall not exceed $1,272,120.

Staff also recommends that the City Council adopt an ordinance to approve a $14,120 budget adjustment to fund the transportation plus contingency associated with the purchase of a new truck equipped with Cured-in-Place Pipe lining equipment to be used by the Environmental Utilities (EU) Department's Wastewater Collection Section to address repair and rehabilitation work to existing sewer mains.

BACKGROUND

The Public Works Department's Fleet Management Division is making the purchase as the recommended equipment is part of the City's vehicle fleet. The new CIPP Truck will be purchased through the Fleet Replacement Fund. The previously approved budget adjustment of $1,258,000 for this purchase did not cover the transportation plus contingency, so an additional amendment to the budget adjustment is required to transfer additional funds from the Sewer Collection System CIPP Rehabilitation Project (funded through the Wastewater Rehabilitation Fund) to increase Fleet's appropriation authority.

This equipment will assist the Wastewater Collections Section with both their routine and emergency repairs and rehabilitation to the existing collection system infrastructure. Wastewater Collections has used cured-in-place pipe (CIPP) rehabilitation using ultraviolet light for the last five years through the procurement of two contractors through three separate construction contracts. The EU Department received a single bid for two of the construction contract procurements, and two bids for the other construction contract procurement. The last two construction contracts required work to be removed via change order from each of the two contractors due to their inability to perform the required CIPP work.

The Wastewater Collection Section continually inspects sewer pipes using closed circuit television that identifies pipes for CIPP repair and rehabilitation. The Wastewater Collections Section has been CIPP rehabilitating laterals for many years. Based on the continual need for CIPP rehabilitation of sewer mains, the Wastewater Collection team's experience with CIPP lining laterals and the lack of competent CIPP contractors in the local community, the EU Department has decided that expanding the Wastewater Collection team's CIPP lining work to include 8-inch to 24-inch sewer mains is in the best interest of the City.

The purchase of the CIPP equipment will allow Wastewater Collection staff to rehabilitate existing wastewater collections mains to prevent permit violations, and to decrease inflow and infiltration, which will reduce wastewater collections and treatment plant capital costs. Staff estimates the payback period for this CIPP equipment purchase will be less than two years based on the three prior construction contract costs, and an estimate that the Wastewater Collections crew will line 2,400 lineal feet of pipe a month over a six-month period per year.

HGACBuy is a nationwide, government procurement service that offers competitively solicited purchasing contracts for products and equipment to all government, education, and non-profit agencies across the United States. The City will use HGACBuy contracts to purchase one (1) Ford F600 truck, with an 18-foot enclosed box body and a UV8000 lining system and (1) Schwalm Talpa FSR 1330 and 2060 Robotics Cutting System.

The Wastewater Collections Section is purchasing one (1) Ford F600 truck, with an 18-foot enclosed box body and a UV8000 system inspection vehicle as a Fleet addition. The UV8000 lining system allows for faster curing times, increased durability, and reduced environmental impact as opposed to steam cure methods. This method uses UV light to cure the resin, resulting in a strong, long-lasting pipe liner. It allows for year-round use due to its ability to perform well at lower temperatures. This vehicle will be used for new and existing infrastructure inspections, ranking of pipe integrity and determining replacement or maintenance requirements for repairs. These requirements keep the City compliant with the state-issued Waste Discharge Requirement (WDR).

The Schwalm Talpa FSR 1330 and 2060 Robotics Cutting System will be used for pipelines that are 6 to 12 inches and 8 to 24 inches. These cutting systems will be used for detailed cutting, grinding, and cleaning tasks in mainline and lateral pipes that have been CIPP lined and UV cured.

FISCAL IMPACT

The recommended budget adjustment appropriates $14,120 from the Sewer Collection System Cured-in-Place-Pipe Rehabilitation Project for a payment to the City's Fleet Replacement Fund for the transportation

costs plus contingency associated with the new CIPP truck purchase. The equipment will be purchased by the Fleet Replacement Fund. There will be no net impact on that fund since this budget adjustment will increase both its revenue and expenditure budgets by $14,120.

The total cost for one (1) Ford F600 truck, 18-foot enclosed box body and a UV8000 lining system; and the purchase of (1) Schwalm Talpa FSR 1330 and 2060 Robotic Cutting System including the truck, options, equipment, robotics, transportation, and sales tax shall not exceed $1,272,120, which will be funded from the Fleet Replacement Fund budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of a truck, equipment and robotics 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
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Loni Randolph, Materials Technician

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 6989

REVIEWERS:

Loni Randolph, Environmental Utilities Department - Wastewater	Created/Initiated - 8/21/2025
Tracie Mueller, Environmental Utilities Department - Wastewater	Approved - 8/26/2025
Sean Bigley, Environmental Utilities Department	Approved - 8/29/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/5/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

ORDINANCE NO. 6989

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2025-26 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 2025-26, is hereby amended as listed on the attached budget adjustment for the Wastewater Collections Cured-In-Place Lining Equipment 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 07/03/2025

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Tracie Mueller, EU Wastewater Utility Manager	FISCAL YEAR:	2025-26
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	5517	84001	400078	14,120	Increase Fleet Expansion budget for truck upfitting and contingency costs associated with purchase of UV CIPP Curing System and Schwalm Talpa Robotic Cutting System
4005	6552	62601	000000	14,120	Increase Fleet Replacement Capital Outlay budget for truck upfitting and contingency costs associated with purchase of UV CIPP Curing System and Schwalm Talpa Robotic Cutting System
6230	6587	84001	400078	(14,120)	Reduce Capital Outlay budget to increase Fleet Expansion budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				14,120	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4252	62601	000000	14,120	Increase revenue in Fleet Replacement Fund for truck upfitting and contingency costs associated with purchase of UV CIPP Curing System and Schwalm Talpa Robotic Cutting System
REVENUES/TRANSFERS IN TOTAL				14,120	

NET ADJUSTMENT	-	

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:

The recommended budget adjustment appropriates $14,120 for a payment to the City's Fleet Replacement Fund (4005) for vehicle transportation and contingency costs for the Sewer Collection System CIPP Rehabilitation project (400078) in the Wastewater Rehabilitation Fund (6230). The purchase of this vehicle was approved in a prior budget adjustment for $1,258,000, but it did not include the associated truck upfitting transportation cost of $1,520 and 1% contingency of $12,600, bringing the new vehicle total cost to $1,272,120. This request will not increase the project's budget since there is an accompanying request to reduce the project's capital outlay budget by $14,120. This vehicle and related equipment will be purchased in the Fleet Replacement Fund. There will be no net impact to that fund since this budget adjustment will increase both its revenue and expenditure budgets by $14,120.

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.7
File #: 0704
Item ID: 2025-629

Title:	After School Education and Safety Program - Memorandum of Understanding
Contact:	Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

SUMMARY

Staff recommends approval of a Memorandum of Understanding (MOU) with Roseville City School District (RCSD) to provide the After School Education and Safety Program (ASES) at Woodbridge and Cirby Elementary schools. Per this MOU, RCSD will provide the City up to $305,000 in the current fiscal year to offset the City's operational expenses for the ASES program. Funding is included in the Parks, Recreation & Libraries budget in the Youth Development Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Memorandum of Understanding with the Roseville City School District (RCSD) for the After School Education and Safety Program (ASES) and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Since 2006, the Roseville City School District (RCSD) has received grant funding from the California Department of Education to provide the After School Education and Safety Program (ASES) at both Woodbridge and Cirby Elementary Schools. ASES is an after-school tutoring and enrichment program that provides opportunity for up to 120 students at Cirby and 100 students Woodbridge at no cost to participating families. The City of Roseville Parks, Recreation & Libraries Department has collaborated with RCSD to implement this after-school program.

While the City's Adventure Club offers a fee-based program at 21 school sites in Roseville, ASES program funding provided by RCSD enables participation at Cirby Elementary and Woodbridge Elementary for an underserved population of students during after-school hours at no charge. The fee-based Adventure Club program is offered at both campuses or nearby school sites for before school hours, non-school days, and vacation breaks.

FISCAL IMPACT

Through this MOU, the RCSD reimburses the City of Roseville $305,000 of the grant funds they receive for this program to offset the City's expense to operate the program. On June 5, 2024, Council adopted resolution 24-198, approving the Youth Development Program Funding Policy, allowing for support to the Youth Development Fund from the General Fund for expenses including losses incurred by subsidized programs if needed. If the funds provided by RCSD do not sufficiently cover ASES program expenses, some support may be required from the General Fund. Staff are diligent to manage this program to keep losses, if any, to a minimum. Funding is included in the Parks, Recreation & Libraries budget in the Youth Development 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(b)(3) and §15378. Approval of a Memorandum of Understanding 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
2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Jeff Nereson, Parks Recreation and Libraries Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 25-296
2. Memorandum of Understanding

REVIEWERS:

Jeff Nereson, Parks, Recreation, and Libraries Department - Recreation	Created/Initiated - 8/20/2025
Jeff Nereson, Parks, Recreation, and Libraries Department - Recreation	Approved - 8/20/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 8/28/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 8/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2025
Dominick Casey, City Clerk Department	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

RESOLUTION NO. 25-296

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for the After School Education and Safety (ASES) Program, between the City of Roseville and the 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 Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ROSEVILLE AND

THE ROSEVILLE CITY SCHOOL DISTRICT REGARDING

THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM

THIS AGREEMENT is made and entered into this ___ day of _____, 2025, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, an elementary school district ("DISTRICT").

W I T N E S S E T H:

WHEREAS, DISTRICT obtained a grant from the California Department of Education for low income after school programming; and

WHEREAS, DISTRICT desires to offer an after school tutoring and enrichment program at the school sites of Cirby Elementary and Woodbridge Elementary, known as the After School Education and Safety (ASES) Program; and

WHEREAS, CITY currently operates after school daycare at these two school sites; and

WHEREAS, the parties desire to jointly administer the ASES Program at Cirby Elementary and Woodbridge Elementary using the grant funding.

NOW, THEREFORE, the parties agree as follows:

1. CITY Responsibilities. CITY shall:

   a. Provide school tutoring and enrichment program for up to 120 students at

Cirby Elementary and for up to 100 students at Woodbridge Elementary.

b. Provide a program coordinator, up to ten (10) recreation specialists and two (2) enrichment instructors at Cirby Elementary.

c. Provide a program coordinator, up to eight (8) recreation specialists and two (2) enrichment instructors at Woodbridge Elementary.

d. Provide training for staff members as appropriate.

e. Conduct background checks, fingerprinting and medical screenings of all staff as required by the California Education Code.

f. Provide supplies for use in the enrichment component of the ASES Program. The costs of these supplies will be included in the invoices from the CITY.

g. Submit invoices to the DISTRICT for CITY incurred ASES program costs, such as resources and supplies, four times a year, no later than October 30, December 31, March 31 and June 30. Provided, however, that the amount of the invoices cannot exceed the amount of grant funding received by the DISTRICT each year. In no event shall compensation to CITY exceed three hundred five thousand dollars ($305,000) for services provided by CITY pursuant to this agreement.

h. Be responsible for custodial services and utilities for any CITY facilities used for the ASES Program.

2. DISTRICT Responsibilities. DISTRICT shall:

a. Provide facilities at the school sites for the purpose of the ASES Program. DISTRICT will make every effort to provide facilities or classrooms which are dedicated to the ASES Program, but the ASES Program may be held in classrooms or facilities which are used during the regular school day.

b. Provide curriculum for use in the tutoring component of the ASES ' Program.

c. Be responsible for custodial services and utilities for any DISTRICT facilities used for the ASES Program.

d. Be responsible for ASES grant administration, including all reporting and evaluations.

e. Provide the daily snack for the students in the ASES Program that meets healthy snack standards as required.

f. Assist with the recruitment of students into the ASES program.

g. Act as the fiscal agent for the grant monies, and pay outstanding invoices for the ASES Program to CITY within thirty (30) days after receipt.

h. Assist with parent communication regarding student behavior and attendance.

3. Term. The term of this Agreement shall begin on September 4, 2025 and terminate on May 29, 2026. The parties understand that this Agreement shall be contingent upon continued funds being granted by the California Department of Education for the ASES Program and that failure by the DISTRICT to obtain such grant funding will result in this Agreement being terminated.

4. Bi-Annual Review. In January of 2026 and June of 2026, the parties will meet to evaluate the terms of this Agreement and to discuss potential revisions.

5. Indemnification. Each party shall defend, indemnify, and hold the other party (and its respective officers, agents and employees, while acting as such) harmless from liability the other party, its officers, agents, and employees of from all claims, damages, costs, liabilities, or

expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party'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 the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

6. Insurance. Both parties agree to maintain in full force and effect, at a minimum, the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	Bodily Injury: $1,000,000 each occurrence $2,000,000 aggregate Property Damage: $1,000,000 each occurrence Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate

Both parties shall name the other party as an additional named insured on such insurance policy. Both parties shall provide the other party with proof of insurance coverage, or evidence of self-insurance, prior to commencement of any services under this Agreement.

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

8. Assignment. Neither party shall assign or transfer any interest in this Agreement nor the performance of obligations hereunder without the prior written consent of the other and any attempt to so assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of the non-assigning party, be void and of no effect.

9. Independent Contractor. CITY and DISTRICT shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be officers, agents, or employees 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. Termination of Agreement. Either party may terminate this Agreement at any time upon giving ninety (90) days advance written notice to the other party; provided, however, that once an ASES Program session has started, this Agreement cannot be terminated and must continue through the end of that program session.

12. 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.

13. 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	DISTRICT
Melanie Nett	Rachael Peck
PRL Superintendent	Director of Educational Services
316 Vernon Street, #400	1050 Main Street
Roseville, CA 95678	Roseville, CA 95678

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

14. Modification. This Agreement and each provision contained herein may be

waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

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 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 DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

ROSEVILLE CITY SCHOOL DISTRICT,
an elementary school district

BY: _____
DERK GARCIA
Superintendent, Roseville City
School

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation and Libraries Director

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.8
File #: 0293-06
Item ID: 2025-636

Title:	Cybersecurity Endpoint Detection and Response System - Contract Purchase Agreement
Contact:	Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with ePlus Technology Inc. in the amount of $103,612.85 for the one-year renewal of the Cybersecurity Endpoint Detection and Response system. Funding is included in the Information Technology Operations Fund budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with ePlus Technology Inc. for a one-year renewal of the Cybersecurity Endpoint Detection and Response system.

BACKGROUND

The renewal of this contract will ensure the overall cybersecurity readiness of critical City information technology infrastructure and assets by providing real-time threat monitoring and detection, allowing rapid identification and mitigation of malicious activity, and enhancing protection for the City's network and data against cyber threats.

FISCAL IMPACT

The total cost of the contract is $103,612.85, and it is included in the FY2025-26 Information Technology Operations Fund budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Cybersecurity Endpoint Detection and Response system renewal 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
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Cesar Gamez, Information Security Administrator

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Resolution 25-298
2. Contract Purchase Agreement

REVIEWERS:

Cesar Gamez, Information Technology Department - Infrastructure Solutions	Created/Initiated - 8/27/2025
Karl Grover, Information Technology Department - Infrastructure Solutions	Approved - 8/27/2025
Hong Sae, Information Technology Department	Approved - 8/27/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/5/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

RESOLUTION NO. 25-298

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

WHEREAS, a contract purchase agreement (3004978) for Cybersecurity Endpoint Detection and Response System, by and between the City of Roseville and ePlus Technology, 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 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

Contract Purchase Agreement 3004978

Supplier Details:

Company	ePlus Technology Inc
Contact	Brittani Neff
Address	233 Technology Way Ste 4
	Rocklin, CA 95765

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.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3004978

Agreement	**3004978**
Agreement Date	**21-AUG-2025**
Change Order	**1**
Change Order Date	**21-AUG-2025**
Revision	**1**
Agreement Amount	**103,612.85 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
ePlus Technology Inc
233 Technology Way Ste 4

Rocklin, CA 95765
Phone: (916) 251-3953
Fax: ()
Email: brneff@eplus.com

Description of Labor, equipment and/or materials

The supplier shall provide the services called for under the City of Roseville Request for Proposals (RFP) 12-022 and ePlus Technology, Inc.'s proposal "Endpoint Detection and Response" dated 4/22/22 and price quote 23229452 dated 10/10/24. The terms and scope of work of the City of Roseville RFP 12-022 and supplier's proposal and price quote are herein made part of this contract purchase agreement and fully incorporated by reference. The attached Confidentiality and Nondisclosure Agreement and CrowdStrike Terms and Conditions shall also be incorporated by reference.

Contact Cesar Gamez in the Information Technology Department at (916)774-5408 or pcgamez@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12325	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
13-Sep-2025	**12-Sep-2026**	**"Becky" Rebecca Philipp** Phone **1-916-746-1110**

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

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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. Notwithstanding the foregoing, the City acknowledges that ePlus is a reseller and ePlus is providing license and or maintenance renewal provided by the manufacturer. ePlus cannot enforce any early termination of such plans without manufacturer approval/consent. ePlus will work with the manufacturer at the time of the request but cannot meet this provision without such consent. Once a license or maintenance plan is purchased it is valid for the term provided.

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. The City acknowledges that ePlus is a reseller of IT hardware, software, maintenance and support and other third party products and services (collectively, "Products") and not the manufacturer or licensor. ePlus or its supplier will pass through to the City any and all applicable hardware or software product warranties of the manufacturer, as ePlus does not provide warranties on Products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with the City's system. ePlus will not be liable for any damage, loss, cost or expense for breach of warranty. As ePlus has not control over the manufacturing of the products sold herein, it cannot and does not indemnify the City for claims by third parties that products infringe any patent, copyright, trademark or trade secret.

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.

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9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
   http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm
10. 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 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 ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

    f. 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

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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 worked 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY'S AFFREGATE LIABILITY HEREUNDER, IF ANY, SHALL NOT EXCEED TWO MILLION ($2,000,000) USD. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO THE CITY OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY THE CITY TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBLITIY OF SUCH DAMAGES.

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 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

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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.

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

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

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. 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.

28. 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.

29. 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) 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.

30. Should the City decide to finance its purchase of the Endpoint Detection and Response services over a three-year term (with three (3) annual payments due in advance), the City agrees and acknowledges that the terms and conditions of the ePlus Group Installation Payment Agreement and Opinion Letter (Sample attached) are hereby accepted and incorporated into this Services Agreement, made a part hereof and take precedence over any City Contract Purchase Agreement and any other terms that may apply.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____X_____ Corporation

_____ Limited Liability Company

_____ Partnership

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

_____ 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 Negotiated for ePlus Technology, Inc
REV 7/28/22 JS

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

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

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Supplier

Signed by:
Don McLaughlin
F44A77AE31564BB...

Signature:_____

Print Name: Don McLaughlin

Title: SVP Contracts

Date: 8/27/2025

Supplier

Signed by:
Sharon Bocher
F315322D8C044FE...

Signature:_____

Print Name: Sharon Bocher

Title: VP, Corporate Contracts & Asst. Secretary

Date: 8/27/2025

City of Roseville, A Municipal Corporation

Signature:_____

Print Name: **Dominick Casey**

Title: **City Manager**

Date:_____

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

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
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

ARTICLE I – GENERAL

_____ _____ _____ _____ ("Consultant") agrees that information furnished by the City of Roseville ("City") shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the Confidential Information as provided by this Agreement.

ARTICLE II – TREATMENT OF CONFIDENTIAL INFORMATION

Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to safeguard and maintain as confidential all Confidential Information, including, without limitation, information in written, magnetic, electronic or any other form, and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Consultant employs with respect to Consultant's own proprietary and confidential information). Consultant shall not, and Consultant shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Consultant's services as directed by City; (b) do anything to impair the business relationships, intellectual property or other proprietary rights of City; (c) claim, or reverse engineer any of the Confidential Information; or (d) disclose the Confidential Information to anyone unless required to do so by law or with prior written consent of City. Any Consultant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have undergone and passed City approved criminal background screenings, and have a legitimate "need to know"; and Consultant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Consultant regarding the Confidential Information. No Confidential Information may be stored or transmitted outside the continental United States without prior written consent of City. For Confidential Information that is protected under Federal, State or Local law, including, without limitation, personally identifiable information, health care information and criminal history information, Consultant will use best practices to protect such information in conformity with applicable law.

ARTICLE III – EXCEPTIONS

The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to Consultant by a third party, provided such information was not obtained by such third party, directly or indirectly, from City on a confidential basis; (c) is already known to Consultant without obligations of confidentiality; (d) is independently developed or discovered by Consultant without access to the Confidential Information as evidenced by the Consultant's business records; or (e) is the subject of a written permission to disclose provided by City.

ARTICLE IV – PERMITTED DISCLOSURES

Notwithstanding any provisions of this Agreement to the contrary, Consultant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Consultant first provides to City prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow City to seek a protective order with respect to the confidentiality of the information required to be disclosed. If City receives a legal order or request seeking Confidential Information being held by Consultant, City will supply a copy to Consultant. Consultant will supply City with copies of the Confidential Information within two business days.

ARTICLE V – NO LICENSE

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Consultant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

ARTICLE VI – RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision of either party to terminate this Agreement, Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to, return to City all documents, media and data, in any form, containing Confidential Information and any and all copies or extracts in a usable format deemed acceptable by City thereof, within thirty (30) calendar days of such decision. Furthermore, within thirty (30) calendar days of the decision of either party to terminate the Agreement, Consultant shall remove all Confidential Information from any computer system used by Consultant's agents or business partners.

ARTICLE VII – REQUIRED DISCLOSURES

Consultant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Consultant, if said participation creates potential conflicts or competition with this Agreement or other agreements involving City.

ARTICLE VIII – REMEDIES FOR BREACH

Consultant agrees that the limitations contained herein are reasonable and necessary for the protection of City, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law. Therefore, in the event of a breach of this Agreement by Consultant, City shall be entitled to pursue equitable remedies, which shall include, but not be limited to, injunctive relief, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Consultant will notify City in writing immediately upon discovery of any such unauthorized release or other breach of Confidential Information, or any belief that unauthorized access to Confidential Information has transpired,

ARTICLE IX – VALIDITY

Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

Signed by:
Don McLaughlin
F44A77AE31564BB...

By:_____ Print Name: Don McLaughlin
Title: SVP Contracts
Date: 8/27/2025
and
Signed by:
Sharon Bocher
F315322D8C944FE...

By:_____ Print Name: Sharon Bocher
Title: VP, Corporate Contracts & Asst. Secretary
Date: 8/27/2025



Customer Name: CITY OF ROSEVILLE
Quote No: 23229452
Quote Name: ePlus-Crowdstrike Renewal 09-2025 City of Roseville 12 Month
Quotation Date: 10/10/2024

Sales Support Contact: BRITTANI NEFF
Sales Support Phone: 916-897-4667
Sales Support Email: TEAM-BRITTANI-NEFF@EPLUS.COM
Account Executive: Brittani Neff
Account Executive Phone: 9168974667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 09/19/2025

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	Dates	QTY	List Price	Ext List Price	Unit Price	Ext Price
Renewal - Term Dates: (Sep 13, 2025 - Sep 12, 2026									
001	CS.EPPENT.SOLN	CROWDSTRIKE	FALCON ENDPOINT PROTECTION ENTERPRISE FLEXIBLEBUND LE	09/13/2025-09/12/2026	2500	44.75	111,875.00	8.28	20,700.00
002	CS.FIREWBP.SOLN	CROWDSTRIKE	FALCON FIREWALL MANAGEMENT BUNDLE PROMO	09/13/2025-09/12/2026	2500	4.75	11,875.00	1.18	2,950.00
003	CS.PREVENT.SOLN	CROWDSTRIKE	PREVENT	09/13/2025-09/12/2026	2500	0.00	0.00	0.00	0.00
004	CS.INSIGHT.SOLN	CROWDSTRIKE	INSIGHT	09/13/2025-09/12/2026	2500	0.00	0.00	0.00	0.00
005	CS.TG.STD.GOV	CROWDSTRIKE	THREAT GRAPH STANDARD ON GOVCLOUD	09/13/2025-09/12/2026	2090	7.19	15,027.10	7.12	14,880.80
006	CS.OW.SVC	CROWDSTRIKE	OVERWATCH	09/13/2025-09/12/2026	2500	13.77	34,425.00	3.39	8,475.00
007	CS.INTELBP.SOLN	CROWDSTRIKE	CROWDSTRIKE FALCON INTELLIGENCE BUNDLE PROMO	09/13/2025-09/12/2026	2500	9.30	23,250.00	9.14	22,850.00
008	CS.DEVICEBP.SOLN	CROWDSTRIKE	FALCON DEVICE CONTROL BUNDLE PROMO	09/13/2025-09/12/2026	2500	4.75	11,875.00	0.87	2,175.00
009	CS.TG.STD.HPSGOV	CROWDSTRIKE	SERVER THREAT GRAPH STANDARD ON GOVCLOUD	09/13/2025-09/12/2026	410	21.57	8,843.70	21.55	8,835.50
010	RR.HOS.ENT.EXPS	CROWDSTRIKE	EXPRESS SUPPORT	09/13/2025-09/12/2026	1	10,621.55	10,621.55	10,621.55	10,621.55
011	RR.PSO.ENT.PASS	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION CUSTOMER ACCESSPASS	09/13/2025-09/12/2026	6	0.00	0.00	0.00	0.00
012	CS.DISC.SOLN	CROWDSTRIKE	DISCOVER	09/13/2025-09/12/2026	2500	10.33	25,825.00	1.99	4,975.00
013	CS.SPOTLT.SOLN	CROWDSTRIKE	FALCON SPOTLIGHT	09/13/2025-09/12/2026	2500	15.47	38,675.00	2.86	7,150.00
								Sub-Total (USD)	103,612.85

Totals	292,292.35	103,612.85

Shipping:	**Sub Total (USD):**	**103,612.85**
Packing:	**Trade/Discount (USD):**	**0.00**
	Est. Tax (USD):	**0.00**
	Shp&Hnd (USD):	**0.00**
	Total (USD):	**103,612.85**

By placing an order with ePlus for products or services you agree to comply with the City of Roseville Terms and Conditions of Purchase (rev 3/21/2024 as attached). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Customer Acceptance

Signature: _____

Name: _____

Title: _____

Date: _____

Customer PO #: _____

Bill To

CITY OF ROSEVILLE

311 VERNON ST

FINANCE- 1ST FLOOR

ROSEVILLE CA 95678

UNITED STATES

ACCOUNT PAYABLE

Ship To

CITY OF ROSEVILLE

311 Vernon St

ROSEVILLE CA 95678-2649

UNITED STATES

Cesar Gamez

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NGDC P2 4.2.2.9

CROWDSTRIKE TERMS AND CONDITIONS

These CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing hereunder (collectively, "**CrowdStrike**") with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and the party named below in the signature area ("**Customer**") are entered into as of the date signed by the last party (the "**Effective Date**").

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. Definitions.

"**Affiliate**" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"Agreement" means these CrowdStrike Terms and Conditions together with each Order.

"**API**" means an application program (or programming) interface.

"**CrowdStrike Competitor**" means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

"CrowdStrike Data" shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"**CrowdStrike Tool**" means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike's products.

"**Customer**" means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer's use of an Offering.

"Customer Contractor" means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer's Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike's Confidential Information.

"**Customer Contractor Services**" means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

"**Documentation**" means CrowdStrike's end-user technical documentation included in the applicable Offering.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"**Error**" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

"**Internal Use**" means access or use solely for Customer's and subject to the Section entitled *Affiliates, Orders and Payment; Affiliates* and the Section entitled *Access and Use Rights*, its Affiliates', own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the

benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer's and its Affiliates' employees and Customer Contractors (except as set forth in the Section entitled *Customer Contractors*), in either event, solely on Customer's behalf and for Customer's benefit.

"**Offerings**" means, collectively, any Products, Product-Related Services, or Professional Services.

"**Order**" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike's applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

"**Product**" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

"**Product-Related Services**" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

"**Professional Services**" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

"**Services**" means, collectively, any Product-Related Services and any Professional Services.

"**Statement of Work**" or "**SOW**" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"**Subscription/Order Term**" means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"**Updates**" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value

added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by Customer and CrowdStrike, provided, that either CrowdStrike or Customer can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) Products with Software Components. If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and Customer's Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to Customer pursuant to performing Professional Services, the license set forth in the Section entitled *Access & Use Rights* applies to such CrowdStrike Tools as used solely for Customer's Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled *Access & Use Rights* do not include any rights to, and Customer will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled *Assignment*); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless Customer purchases installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. Customer is liable and responsible for all

actions and omissions occurring under Customer's and Customer Contractor's user accounts for Offerings. Customer shall notify CrowdStrike if Customer learns of any unauthorized access or use of Customer's user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: https://falcon.crowdstrike.com/opensource.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for Customer's Internal Use.

6. Data Security and Privacy. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (*Exceptions*), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the

Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into Customer's Endpoints where the Products are installed. Customer must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate Customer's license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Customer's sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S

OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Terms That May Apply. See Exhibit C for additional warranties that may apply to certain Customers.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (*Restrictions*); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 *Confidentiality; Destruction*). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike *Limited Warranty Agreement for Falcon Complete* (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Santa Clara County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.5 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and

effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.6 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.7 Notices. All legal notices will be given in writing to the addresses in the first introductory paragraph of this Agreement and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

14.8 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original.

CROWDSTRIKE, INC.		**LEGAL NAME OF CUSTOMER:**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Send notices to:		Notice Address:	
150 Mathilda Place, 3rd Floor		Address:	
Sunnyvale, CA 94086		City: State: Zip:	
With a copy to: legal@crowdstrike.com		Attn:	
		Country:	

Exhibit A: Data Security and Privacy Schedule

1. **Definitions**
   a. **"CrowdStrike Systems"** means those computer systems hosting the 'Falcon EPP Platform'.
   b. **"Customer Data"** means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 *Confidentiality*) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A *Data Security and Privacy Schedule*.
   c. **"Execution Profile/Metric Data"** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.
   d. **"Personal Data"** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
   e. **"Privacy and Security Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.
   f. **"Security Breach"** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.
   g. **"Threat Actor Data"** means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. **Falcon Platform**
   The 'Falcon EPP Platform' uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

3. **Processing Personal Data**
   a. Provisioning/Use of Offerings. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between Customer and CrowdStrike, comply with law, act in accordance with Customer's written instructions, or otherwise in accordance with this Agreement. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage to Customer's endpoints and systems. In some instances, these files could contain Personal Data for which Customer is responsible.

4. **Compliance with Privacy and Information Security Requirements**
   a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at http://www.crowdstrike.com/privacy-notice/. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here https://www.crowdstrike.com/data-protection-agreement/ shall apply to CrowdStrike's processing of such Customer Personal Data.
   b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").
   c. Access; Contacts. With respect to employees, agents, and subcontractors, CrowdStrike shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data and/or Personal Data in order to carry out their roles as contemplated in the terms of this Agreement. CrowdStrike shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data and/or Personal Data; (ii) receive notice of any Security Breach discovered by CrowdStrike and provide notice of any such Security Breach to Customer; and (iii) coordinate CrowdStrike's Security Breach response and remedial action.

5. **Security Breach Response**
   In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:
   a. Without undue delay but no later than 72 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
   b. Conduct an investigation of the circumstances of the Security Breach.
   c. Use commercially reasonable efforts to remediate the Security Breach.
   d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.

6. **Security Assessment and Provision of Audited Security Controls**. Promptly after written (including email) request from Customer, CrowdStrike shall provide Customer with: (i) its most recent SOC II, Type 2 report regarding the CrowdStrike Systems; and (ii) provide its completed Standardized Information Gathering (SIG) questionnaire (or similar document) for the CrowdStrike Systems (the "Security Documentation"). Upon the provision of reasonable notice to CrowdStrike, once every twelve months during the term of the Agreement and during normal business hours unless otherwise decided by CrowdStrike in its sole discretion, CrowdStrike shall make appropriate CrowdStrike personnel reasonably available to Customer to discuss CrowdStrike's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, CrowdStrike may, in addition to the Security Documentation, provide Customer with access to additional requested information or documentation concerning CrowdStrike's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Schedule shall be considered CrowdStrike's Confidential Information and subject to the Confidentiality section of the Agreement.

7. **Customer Obligations**. Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.

8. **Notices**. The following individuals shall be the primary contacts at Customer and CrowdStrike for any coordination, communications or notices with respect to Personal Data and this Schedule:

   a. **CrowdStrike:** Drew Bagley, VP & Counsel, Privacy & Cyber Policy (drew.bagley@crowdstrike.com with a copy to legal@crowdstrike.com). For any Security Breach: Jerry Dixon, Chief Information Security Officer (jerry.dixon@crowdstrike.com with a copy to security@crowdstrike.com).
   b. **Customer:** the person who has signed the Agreement or another person as otherwise designated in writing (including by email) by Customer to CrowdStrike. Each party shall promptly notify the other if any of the foregoing contact information changes.

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Appendix 1
Information Security Controls for CrowdStrike Systems

Security Control Category	Description
1. Governance	a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing CrowdStrike's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data b. Use of data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions
2. Risk Assessment	a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur c. Document formal risk assessments d. Review formal risk assessments by appropriate managerial personnel
3. Information Security Policies	a. Create information security policies, approved by management, published and communicated to all employees and relevant external parties. b. Review policies at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.
4. Human Resources Security	a. Maintain policies requiring reasonable background checks of any new employees who will have access to Personal Data or relevant CrowdStrike Systems, subject to local law b. Regularly and periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization
5. Asset Management	a. Maintain policies establishing data classification based on data criticality and sensitivity b. Maintain policies establishing data retention and secure destruction requirements c. Implement procedures to clearly identify assets and assign ownership
6. Access Controls	a. Identify personnel or classes of personnel whose business functions and responsibilities require access to Personal Data, relevant CrowdStrike Systems and the organization's premises b. Maintain controls designed to limit access to Personal Data, relevant CrowdStrike Systems and the facilities hosting the CrowdStrike Systems to authorized personnel c. Review personnel access rights on a regular and periodic basis d. Maintain physical access controls to facilities containing CrowdStrike Systems, including by using access cards or fobs issued to CrowdStrike personnel as appropriate e. Maintain policies requiring termination of physical and electronic access to Personal Data and CrowdStrike Systems after termination of an employee f. Implement access controls designed to authenticate users and limit access to CrowdStrike Systems g. Implement policies restricting access to the data center facilities hosting CrowdStrike Systems to approved data center personnel and limited and approved CrowdStrike personnel h. Maintain dual layer access authentication processes for CrowdStrike employees with administrative access rights to CrowdStrike Systems
7. Cryptography	a. Implement encryption key management procedures b. Encrypt sensitive data using a minimum of AES/128 bit ciphers in transit and at rest
8. Physical Security	a. Require two factor controls to access office premises b. Register and escort visitors on premises
9. Operations Security	a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources b. Contract with qualified independent 3rd parties to perform periodic network and application penetration testing c. Implement procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests

10. Communications Security	a. Maintain a secure boundary using firewalls and network traffic filtering b. Require internal segmentation to isolate critical systems from general purpose networks c. Require periodic reviews and testing of network controls
11. System Acquisition, Development and Maintenance	a. Assign responsibility for system security, system changes and maintenance b. Test, evaluate and authorize major system components prior to implementation
12. Supplier Relationships	Periodically review available security assessment reports of vendors hosting the CrowdStrike Systems to assess their security controls and analyze any exceptions set forth in such reports
13. Information Security Breach Management	a. Monitor the access, availability, capacity and performance of the CrowdStrike Systems, and related system logs and network traffic using various monitoring software and services b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches c. Perform incident response table-top exercises with executives and representatives from across various business units d. Implement plan to address gaps discovered during exercises e. Establish a cross-disciplinary Security Breach response team
14. Business Continuity Management	a. Design business continuity with goal of 99.9% uptime SLA b. Conduct scenario based testing annually
15. Compliance	a. Establish procedures designed to ensure all applicable statutory, regulatory and contractual requirements are adhered to

Exhibit B
Dispute Resolution Outside North America

If Customer's principal office is located outside North America as indicated in the Agreement, the terms and conditions of this Exhibit shall apply to all disputes arising out of or relating to this Agreement (excluding disputes regarding the actual or alleged violation of CrowdStrike's intellectual property rights or the collection of overdue invoices, which shall be governed by California law).

1. ***For ALL principal offices outside North America:***

a. Choice of Law. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced with the laws of the State of New York, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

b. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation, or validity of the Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, (each, a "**Dispute**") shall be referred to and finally resolved by arbitration under the rules and at the location identified below. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select third arbitrator. If the two party-appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be selected in accordance with the applicable rules of the arbitration body. Each arbitrator shall be independent of each of the parties and shall have suitable experience and knowledge in the subject matter of the Dispute. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

2. ***For ONLY principal offices within Europe, the Middle East or Africa:***
Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is the laws of England and Wales, The seat, or legal place, of arbitration shall be London, England.

3. ***For ONLY principal offices within Asia Pacific (including India), Australia & New Zealand:***
Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with such Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is as follows: (i) for Customers in: (x) Asia Pacific (including India): the laws of England and Wales, (y) Australia and New Zealand: the laws of the State of New South Wales, Australia. In all cases, the seat, or legal place, of arbitration shall be Singapore.

4. ***For ONLY principal offices within the Americas, excluding North America:***
Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

Exhibit C
Additional or Different Terms That May Apply to Certain Customers

A. For Australian Consumers Only.

A.1. For Customers that are consumers under the Australian Consumer Law, the following provisions apply.

The benefits of the warranty in Section 8 *Warranties & Disclaimer* of this Agreement are in addition to any other rights and remedies in relation to the Offerings that Customer may be entitled to under Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The warranties in this Agreement are provided by CrowdStrike, Inc. at 150 Mathilda Place, Third Floor, Sunnyvale California, USA. To file a claim under this limited warranty, Customers must contact CrowdStrike at support@crowdstrike.com. CrowdStrike shall be responsible for any costs Customer incurs in making a warranty claim under this Agreement.

A.2. For Customers that are consumers under the Australian Consumer Law, Section 12 *Limited Liability* shall be replaced in its entirety with the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), INDEMNITIES (OTHER THAN EXPRESSLY STATED IN SECTION 9 (*INDEMNIFICATION*)), OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION A2.

SECTION A.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF CROWDSTRIKE OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, **THIS PROVISION MUST BE READ SUBJECT TO THE AUSTRALIAN CONSUMER LAW.**

B. For Customers Outside the United States and Australia. Some countries, states and provinces, including member states of the European Economic Area, do not allow certain exclusions or limitations of liability, therefore, the exclusions or limitation of liabilities and disclaimers of warranties in the Agreement may not fully apply to Customer if the laws directly applicable to CrowdStrike in the performance of this Agreement do not allow such terms.

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Where Technology Means More®



City of Roseville

Endpoint Detection and Response

RFP# 12-022

April 22, 2022

Brittani Neff

Senior Account Executive

233 Technology Way, Suite 4

Rocklin, CA 95765

Phone: 916-251-3953

Email: BRNeff@eplus.com

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April 22, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **Endpoint Detection and Response (RFP# 12-022)**. We have reviewed City of Roseville's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that City of Roseville and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight how our strengths and expertise can be applied to your organization to generate positive business results. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,
Don McLaughlin, SVP

Don McLaughlin
Senior Vice President

Required Language:

- Endpoint Detection and Response (RFP# 12-022)
- ePlus Technology, inc. / 13595 Dulles Technology Drive, Herndon, VA 20171
- Brittani Neff, Senior Account Executive / Phone: 916-251-3953 / Fax 703-984-8600, BRNeff@eplus.com
- ePlus Technology, inc. will perform the services and adhere to the requirements described in this RFP, including any addenda (none received)

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Table of Contents

1.0 SCOPE OF SERVICES 3
5.1 TAB A: Firm's Qualifications 6
5.2 TAB B: Experience and References 7
5.3 TAB C: Qualifications of Team 7
5.4 TAB D: Project Understanding 8
5.4 TAB E: Project Plan 10
5.5 TAB F: Cost Proposal 12
5.6 TAB G: Required Statements/Documents 14
5.7 TAB H: Exceptions 14
5.8 TAB I: Competency of Proposers 16
Attachment A – Questionnaire 17
ePlus Company Information 42

Attachments:

Attachment 1 – Falcon Complete Quote #22796125
Attachment 2 – Falcon Enterprise Quote #22796133
Attachment 3 – CA_Secretary of State_Statement of Information
Attachment 4 – IPA - Software Sample
Attachment 5 – Sample Opinion Letter

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ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for ninety (90) days from the date of submission (4/22/2022).

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1.0 SCOPE OF SERVICES

A. Please reference Attachment A – Questionnaire. Vendor shall complete and submit. The Questionnaire is provided electronically for ease of completion as a supplemental document in Public Purchase.

ePlus Response: Please see **Attachment A – Questionnaire** which follows.

B. Proposer shall provide a general description of the proposed (EDR) solution, which also defines how City of Roseville (EDR) deployment objectives and requirements will be met in each of the following areas:

I. Ease of deployment and maintenance

ePlus Response: this is answered below in the RFP

II. Threat hunting and modeling

ePlus Response: this is answered below in the RFP

III. Security incident detection, prevention, isolation, investigation, and remediation

ePlus Response: this is answered below in the RFP

IV. Log management and data archiving

ePlus Response: this is answered below in the RFP

V. Security event management (real-time monitoring)

ePlus Response: this is answered below in the RFP

VI. Business context and security intelligence

ePlus Response: this is answered below in the RFP

VII. Advanced analytics

ePlus Response: this is answered below in the RFP

VIII. Incident response and remediation automation

ePlus Response: this is answered below in the RFP

IX. User and resource access monitoring

ePlus Response: this is answered below in the RFP

X. Reporting

ePlus Response: this is answered below in the RFP

C. The Proposer's scope of services should include, at a minimum, general discussion of the Proposer's understanding of the overall project, a description of the major components of services (or phases of service), and the expected time of completion for each component proposed. Professional services shall include installation of hardware, software, sensors, site connector, communication, policies configuration, monitoring, reporting, notification rules, and incident respond rules automation.

ePlus Response: this is answered below in the RFP

D. Proposer shall provide the proposed (EDR) solution upgrade schedule.

ePlus Response: this is answered below in the RFP

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E. Proposer shall describe the skills needed to implement and support the proposed (EDR) product as outlined in this proposal.
ePlus Response: this is answered below in the RFP

F. Proposer shall describe any management and/or monitoring service offerings provided directly for the proposed (EDR) tool. Also, indicate (if any) the number of service providers offering managed (EDR) or managed security services with the proposed (EDR), and list the providers.
ePlus Response: this is answered below in the RFP

G. Proposer shall provide a sample Service-Level Agreement (SLA) to the proposal. Ensure that the (SLA) details items like on-site versus remote work, and scales pricing that takes into account various roles and expertise, for example, project management, senior (EDR) engineer, ad hoc consulting, etc.
ePlus Response: this is answered below in the RFP

H. Proposer shall describe the implementation approach, project management tools, and methodologies for the proposed solution.
ePlus Response: this is answered below in the RFP

I. Proposer shall describe what training of City of Roseville (ITS) staff is required or recommended to support the implementation of products and services.
ePlus Response: this is answered below in the RFP

J. The Proposer's scope of services shall include a description of the hardware products, software product, licensing options, or any third-party hardware and/or software products included in the proposal that are necessary to achieve the City's stated Project Description and requirements. Proposer may include any hardware, software, or additional services in its proposal that are value-added or optional to be provided by Proposer to the City.
ePlus Response: this is answered below in the RFP

K. The Proposer's scope of services should describe the nature of any post- implementation and ongoing support for the (EDR) system. The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).
ePlus Response: this is answered below in the RFP

L. Proposer shall specify if the service program cover all future software upgrades.
ePlus Response: this is answered below in the RFP

M. Proposer shall specify all required components (software and/or hardware) to operate the proposed (EDR) system in a high availability environment. The City reserves the right to purchase any additional components needed through a separate procurement process.
ePlus Response: this is answered below in the RFP

N. Proposer shall outline what training is necessary or recommended for City of Roseville staff members to support the solution

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

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ePlus Response: this is answered below in the RFP

O. **Proposer shall include any additional information that would help City of Roseville evaluate the proposed detection and response security solution.**

ePlus Response: this is answered below in the RFP

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5.1 TAB A: Firm's Qualifications

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

ePlus Response: Please also see **ePlus Company Information** section which follows.

CrowdStrike is the leader in cloud-delivered next-generation endpoint protection, endpoint detection and response, threat intelligence, and pre- and post-incident response services. With the ability to collect and process over 100 billion events a day, CrowdStrike has revolutionized endpoint protection by being the first company to unify next-generation antivirus (AV), endpoint detection and response (EDR), and a 24/7 managed hunting service - all delivered via a single lightweight agent. We are one of the World's Most 50 Innovative Companies according to MIT, and one of Forbes Most Promising Companies. Our growth and innovation are driven by incredible employees who deliver unmatched customer success.

Just recently, Forrester has named CrowdStrike the Leader in The Forrester Wave™: Endpoint Detection and Response (EDR) Providers, Q2 2022.

Our strength is our people: We have experienced consultants from a variety of backgrounds. Our maturity assessments are informed not only by our understanding of security best practices but also by our world-class threat intelligence and incident response capabilities.

We have our own maturity model that we use to evaluate our customers' security programs. While we consider all the CIS Critical Controls and all the NIST CSF Categories, we use our threat intelligence and incident response experience to emphasize security measures that maximize risk reduction against modern threats.

Our team at CrowdStrike will be responsible for the protection of your systems and data at all times. We have a global presence, with security operating centers across North America, Europe, and Australia. This allows us to sponsor continuous monitoring and management of your environment, triaging and analyzing of alerts, as well as responding to and remediating incidents when it arises. Once the sensors are implemented, the Falcon Complete team takes over and monitors your environment 24/7/365, and performs the necessary configurations, tuning, maintenance and updates on your team's behalf.

CrowdStrike's employees have a wealth of experience in the industry:

- Staff Experience: Average of 15+ years in the information security industry per team member
- Clearances: Staff with current or prior Secret and Top-Secret clearances
- Certifications: CISSP, CISA, CBP, IACIS, TSCM, CCFA, CCFH, CCFR and other relevant certifications

Moreover, CrowdStrike has obtained several compliance certifications that position the company at the top of the security vendor space. https://www.crowdstrike.com/why-crowdstrike/crowdstrike-compliance-certification/.

Due to confidentiality, we are unable to share our organizational chart, including its constituent parts, and size variation of staffing levels in the past five years without an established mutual non-disclosure agreement (MNDA).

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

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5.2 TAB B: Experience and References

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

ePlus Response: Due to the sensitive nature of our work, all engagements (both products and services) that CrowdStrike and its employees have performed have been under strict non-disclosure requirements. Therefore, our relationships with our customers, unless publicly disclosed by our customers or other parties, will fall under the definition of confidential information per those Non-Disclosure Agreements. Upon being short-listed, we would be happy to coordinate at that time a request from one of our existing customers who are willing to be available as a customer reference should this be required. Here is a list of customers on our website: https://www.CrowdStrike.com/why-CrowdStrike/CrowdStrike-customers/

As of October 31, 2021, we have 14,000+ customers.
As of July 31, 2021, we have:
63 of 100 Fortune 100 Companies
234 of Fortune 500
14 of the Top 20 Banks

Additionally, please refer to this link for case studies:

https://www.CrowdStrike.com/why-CrowdStrike/CrowdStrike-customers/

https://www.CrowdStrike.com/resources/videos/telstra-uses-CrowdStrike-to-keep-australians-data-safe/

https://www.CrowdStrike.com/resources/#filter=.tag-case-study.

5.3 TAB C: Qualifications of Team

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

ePlus Response:

Brittani Neff – SR account executive covering Cities/Counties in Northern CA for over 5 years. I work to establish trust with my clients through the knowledge of what others in the space explore and through leveraging my engineering resources and their knowledge of the industry as it changes.

Steve Simons –Professional Services executive with 20+ years of experience leading an Enterprise IT Infrastructure professional services organization. Hands on professional services manager building highly technical teams supporting a broad technology portfolio of Datacenter solutions.

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

If ePlus is selected with Crowdstrike for this project, we will also assign a project manager for the ePlus services portion.

CrowdStrike is a leading security firm with a team of experienced consultants from a variety of backgrounds. Not only do we have the best endpoint detection and response tool in the market (The Forrester Wave™: Endpoint Detection And Response Providers, Q2 2022), but we also have our services teams (Falcon OverWatch & Falcon Complete) which consists of highly competent security experts with at least 7-10 years of experience in SOC management, incident response, and digital forensics. Our experts come from a wide range of backgrounds, including government, law enforcement, commercial enterprise, the intelligence community, and defense, ensuring the protection of your data and systems at all times. All Falcon Complete staff are subject to extensive background checks. Candidates are subjected to rigorous hiring phases which include virtual and paper-based exercises in order to understand their viability for a role within the Falcon Complete Team.

Falcon OverWatch is CrowdStrike's managed threat hunting service. Built on the cloud-native CrowdStrike Falcon platform, Falcon OverWatch conducts thorough human analysis 24/7 to relentlessly hunt for anomalous or novel attacker tradecraft that is designed to evade standard security technologies.

Falcon OverWatch is an elite team of cross-disciplinary specialists who harness the massive power of the CrowdStrike Security Cloud, enriched with CrowdStrike threat intelligence, to continuously hunt, investigate and advise on sophisticated threat activity in customer environments. Armed with cloud-scale telemetry of trillions of endpoint events collected per day, and detailed tradecraft on more than 180 adversary groups, Falcon OverWatch provides unparalleled ability to see and stop the most sophisticated threats.

The Falcon Complete team is composed of seasoned security professionals with experience in incident handling, incident response, forensics, SOC analysis, identity protection and IT administration. The team has a global footprint, allowing continuous monitoring and management at all times. When an intrusion is identified, the Complete team acts quickly and decisively, remotely accessing the affected system using native Falcon platform capabilities to surgically remove persistence mechanisms, stop active processes, block abuse of compromised accounts and clear other latent artifacts. Falcon Complete restores systems to their pre-intrusion state without the burden and disruption of reimaging systems.

Due to confidentiality, we are unable to share additional personnel information (i.e. resumes). However, we're more than happy to coordinate a call with our team to further discuss personnel information upon execution of the MNDA.

5.4 TAB D: Project Understanding

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

ePlus Response: CrowdStrike has a highly sophisticated strategy for how we interact with public sector organizations. Below are some observations and feedback that we have received from other peers in the government industry. These include Cities, Counties, and several other state government entities. In all

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DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

cases, TTV (time to value) and TTD (time to deploy) were crucial, many cities want to see value and protection within days or weeks, not years.

1. Clients want a 'frictionless' deployment.

Traditional endpoint solutions still carry a burden on the endpoints, they add friction across the enterprise and they continuously require updates, hardware, integration, people skills, etc. This approach is expensive in terms of time and money, and hugely resource intensive and doesn't provide the desired outcomes. CrowdStrike solves this issue by transferring this responsibility away from your team and into our Falcon Complete teams' hands.

2. Reduction in complexity and strategic unification

The market is moving towards simplicity and enrichment of existing investments with an 'API first' approach, full API integration and reduction of complexity, many endpoint products still require many components (hardware, software, multiple agents). Organizations are moving to unify their estate, in particular endpoints, servers and workloads, and want a truly integrated platform approach. One single open platform that provides 'to many, to few, to ONE'. Multiple disciplines in a single platform and a single universal agent, maximum correlation and speed to respond and remediate.

3. Full security lifecycle integration and automation

Leveraging a single platform has many benefits, in particular, harmonizing detecting an issue and being able to identify, respond and remediate within minutes. CrowdStrike has built a fully integrated platform that includes endpoint protection, SOC operations, managed threat hunting, sandbox, threat research and intelligence into one platform, to enable seamless and automated detailed response between security teams.

4. Lower TCO (total cost of ownership)

Reducing the operational and capital expenditure to secure endpoints servers and workloads, the secure delivery of cloud services enables a significant reduction in costs.

With CrowdStrike's cutting-edge technology, world-class expertise, and our unique processes, we are able to deliver all these with efficiency. And though we are unable to disclose specific roadmap information due to confidentiality, we would recommend you review the recent analyst documents that validate this approach and have redefined the way we secure the endpoints, servers and workloads. We are also happy to coordinate a call with our product managers to discuss our roadmap once we establish an MNDA.

When it comes to securing your environment, we use a multi-pronged approach:

1. Blocking threats like malware, based on high confidence. This is done by using three proprietary machine learning engines to identify newer malware not identified by a traditional AV engine.
2. Blocking threats based on Indicators of Attack (IOA) such as dumping of credentials, lateral movement, or altering key registry locations.
3. Leveraging our Threat Intelligence service which releases 4,000 IOC's per day such as MD5 hash or DNS name of malicious infrastructure. If any of these indicators are seen in your environment we are instantly identifying malicious activity and/or actor attribution.
4. Finally our goal is to never fail silently and that means recording all metadata activity occurring on the endpoint and sending it up to our elastic, highly flexible cloud in real-time. Our experts are analyzing this data in real time and leveraging the data from all other CrowdStrike customers to

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

identify new advanced attacks that may be occurring in real time. We can then look at our entire data set to see if this activity has been seen anywhere else.

One of CrowdStrike's unique approaches compared to other endpoint security vendors is our threat intelligence team. This is a team of highly-skilled security individuals proactively monitoring high-profile adversaries to generate in-depth technical analysis that provide organizations with unprecedented insight of the adversary's tools, tactics, and procedures (TTP's). Breaking the vicious cycle of Whack-a-Mole requires changing the approach we use in combating adversaries – we must train ourselves to think proactively. Most organizations are focused on playing defense – and defense by nature tends to be a response driven approach. Something bad happens and we do something about it – if we are there in time. Proactively looking at security requires intelligence – using intelligence to understand not only where the adversary is today but where he has been and what his objectives are. Understanding the adversaries intent will allow us to determine where he wants to be, and we can use this information in creative ways. To this end CrowdStrike focuses on incorporating intelligence collection and analysis into every aspect of our work, the more intelligence we have, the better we are positioned to defend our clients today and those we will have tomorrow.
Moreover, by going with our fully-managed offering, CrowdStrike's Falcon Complete is our turn-key endpoint protection program which uniquely provides the people, process, and technology required to handle all aspects of endpoint security, from onboarding and configuration to maintenance, monitoring, incident handling and remediation 24/7/365.

Falcon Complete offers a robust end-to-end endpoint protection solution which provides you and your team the following services:

- On-boarding
- Proactive configuration management
- Prevention health checks
- Maintenance and operations
- Access to CrowdStrike security analysts
- Incident handling playbook
- Incident triage and handling
- Hands-on remote remediation

5.4 TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.
ePlus Response: The exact schedule will depend on the availability and urgency within your environment. The CrowdStrike Falcon Complete Team works with your internal team to get you started and assists your team throughout the deployment process. During this onboarding phase (typically one week), CrowdStrike helps you understand the prevention capabilities of the Falcon platform and tailors these security postures to best fit your business and security needs.

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

Freeing your IT and security teams from daily, time-consuming endpoint security tasks: After initial implementation, the Falcon Complete Team administers the updates and maintenance of the Falcon solution, updating, monitoring and tuning Falcon to continuously enhance your security posture. The team also reviews, triages, prioritizes and resolves alerts generated by the Falcon platform and Falcon OverWatch. The team identifies whether an alert is a false positive or a true incident and responds accordingly.

Reducing risk with immediate remote remediation of incidents: When the Falcon Complete team detects an incident, it can remotely remediate it. By ensuring that all incidents are handled immediately, Falcon Complete drastically reduces the risks of a serious breach. In addition, the team assists with guidance and expertise to help your teams with any security concerns they might have.

Easy deployment: As part of the CrowdStrike platform, Falcon Complete requires only the installation of a small <35MB agent, without requiring management infrastructure or management consoles, making deployment easy and efficient. All communications are encrypted in transit and at rest. Standard bandwidth usage is roughly 1-5MB per day per endpoint.

Immediately operational: Falcon Complete can be deployed instantly for immediate time-to-value. As soon as it's installed, it hits the ground running, allowing the Falcon Complete team to monitor and protect your organization without requiring additional components, reboots, query writing, staging or complex configuration.

Almost zero impact on performance: Thanks to its cloud-native architecture, Falcon Complete causes almost no additional local resource impact on endpoints or the network.

WHAT FALCON COMPLETE DELIVERS

The CrowdStrike Services team performs the service, undertaking the following activities:

START PROJECT

Assess customer infrastructure, review Falcon deployment and configuration guides, establish the deployment schedule and checklist, test network connectivity, and review customer endpoint assets.

OPTIMIZE FALCON

Provide advice on the deployment of Falcon into your environment, monitor alerts, perform tuning and whitelisting, and advise on endpoint grouping configurations.

IMPLEMENT POLICIES

Review prevention policies and enable prevention modules within the Falcon platform.

TRANSFER KNOWLEDGE

Provide initial user training and knowledge transfer on the Falcon User Interface (up to 2 hours) and assist in the initial monitoring of the Falcon UI.

TIMESCALES

Timescales are defined by the customer and not by CrowdStrike. Because of CrowdStrike native cloud architecture, the only component deployed is a single lightweight falcon sensor and then everything is managed via a single management console. Timelines are only held up by customer change control processes and the phased rollout plan that customers define to deploy the sensor at a pace they are happy

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

with in accordance to their own testing and acceptance criteria. The Operation Specialist will work with their customer throughout the process on the deliverables as described above.

WHAT FALCON ENTERPRISE DELIVERS

CrowdStrike Falcon® Endpoint Protection Enterprise sets the new standard in endpoint security with the first and only cloud-native security platform proven to stop breaches by unifying next-gen antivirus (NGAV), endpoint detection and response (EDR), managed threat hunting and integrated threat intelligence, in a single cloud-delivered agent.

Initial deployment of Falcon sensor to all endpoints for both offerings (Enterprise & Complete), requires deployment of the Falcon sensor with no reboot required, making this transparent for the users. This can be done through existing tools such as SCCM, JAMF etc. or simple scripting dependent on the environment or operating system. Once the initial sensor is installed, all subsequent updates of the sensor can happen automatically with no user impact, reboots, or administrator intervention.

Training is available through the CrowdStrike University online training portal. There is robust product documentation as well as access to our support portal with a comprehensive knowledge base that includes best practices and recommendation videos.

CrowdStrike offers various levels of support; from email communications, access to the support portal and standard troubleshooting or technical assistance; and a Technical Account

5.5 TAB F: Cost Proposal

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

ePlus Response: We are providing the city of Roseville with two options: (1) Falcon Enterprise which satisfies the components and requirements as stated on the RFP, and (2) Falcon Complete, our MDR solution that offers full management and monitoring of your endpoints as well as response and remediation to security incidences on your team's behalf. The cost proposal for the two options are as follows:

Falcon Enterprise Base Package:

Falcon Prevent (Next Gen AV)
Falcon Insight (Endpoint Detection and Response)
Falcon Overwatch (24 X 7 Human Threat Hunting)
Falcon X (Malware Sand-boxing and Analysis)
Falcon Device Control (USB Policy Management)
Falcon Firewall (Host-Based Firewall for Windows)
Express Support
CrowdStrike University

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

Added Modules to Enterprise Bundle:
Falcon Spotlight (Vulnerability Management) - Add-On Module
Falcon Mobile - (Phone, IPAD)
Falcon Discover (IT Hygiene) - Add -On Module

Falcon Complete Base Package: (Managed by the Complete team)

Falcon Complete - Full Managed Detection and Response (Turn Key Solution)
Falcon Prevent (Next Gen AV)
Falcon Insight (Endpoint Detection and Response)
Falcon Overwatch (24 X 7 Human Threat Hunting)
Falcon Discover (IT Hygiene)
Express Support
CrowdStrike University

Additional Modules to Complete:
Falcon Device Control (USB Policy Management) - Managed by City of Roseville
Falcon Spotlight (Vulnerability Management) - Managed by City of Roseville
Falcon Mobile - (Phone, IPAD) - Managed by City of Roseville

The exact schedule will depend on the availability and urgency within your environment. The ePlus team works alongside the CrowdStrike Team with your internal team to get you started and assists your team throughout the deployment process. During this onboarding phase (typically one week), CrowdStrike helps you understand the prevention capabilities of the Falcon platform and tailors these security postures to best fit your business and security needs.

Freeing your IT and security teams from daily, time-consuming endpoint security tasks: After initial implementation, the Falcon Complete Team administers the updates and maintenance of the Falcon solution, updating, monitoring and tuning Falcon to continuously enhance your security posture. The team also reviews, triages, prioritizes and resolves alerts generated by the Falcon platform and Falcon OverWatch. The team identifies whether an alert is a false positive or a true incident and responds accordingly.

Reducing risk with immediate remote remediation of incidents: When the Falcon Complete team detects an incident, it can remotely remediate it. By ensuring that all incidents are handled immediately, Falcon Complete drastically reduces the risks of a serious breach. In addition, the team assists with guidance and expertise to help your teams with any security concerns they might have.

Easy deployment: As part of the CrowdStrike platform, Falcon Complete requires only the installation of a small <35MB agent, without requiring management infrastructure or management consoles, making deployment easy and efficient. All communications are encrypted in transit and at rest. Standard bandwidth usage is roughly 1-5MB per day per endpoint.

Immediately operational: Falcon Complete can be deployed instantly for immediate time-to-value. As soon as it's installed, it hits the ground running, allowing the Falcon Complete team to monitor and protect your organization without requiring additional components, reboots, query writing, staging or complex configuration.

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

Almost zero impact on performance: Thanks to its cloud-native architecture, Falcon Complete causes almost no additional local resource impact on endpoints or the network.

5.6 TAB G: Required Statements/Documents

Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff **(Section 5.0)**

ePlus Response: ePlus agrees to Non-substitution for the designated members of the team without approval by City staff.

- The absence of a conflict of interest **(Section 10.4)**

ePlus Response: ePlus affirms no known conflicts of interest.

- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 10.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)

ePlus Response: ePlus affirms ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract

- A statement that nothing contained in the submitted proposal will be proprietary. **(Section 10.23)**

ePlus Response: Nothing contained in the submitted proposal is proprietary

Submit the following documents with proposal:

- Proof of registration with California Secretary of State

ePlus Response: Please see **Attachment 3 – CA_Secretary of State_Statement of Information.**

- Executed copy of Proposer's Certification **(Attachment B)**

ePlus Response: Please see **Attachment B.**

- Executed copy of Non-collusion Declaration **(Attachment D)**

ePlus Response: Please see Attachment D.

5.7 TAB H: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract **(Attachment C)**. The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

ePlus Response: ePlus Technology, inc. ("ePlus") agrees in principle with many of the terms and conditions contained in the bid documents. ePlus is submitting its response on the understanding and with the expectation that the City of Roseville (the "City") and ePlus will have the opportunity to work together to create a mutually acceptable contract, supplementing the terms and conditions in the bid as appropriate. Specifically, ePlus' capacity in this bid is solely as a reseller and we are required to pass through certain terms and conditions from the manufacturer as well as any software / end user licenses. ePlus believes CrowdStrike is able to satisfy the requirements as stated in the city's RFP.

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

Please note, certain modules are not included in the initial cost proposals due to additional information needed. The modules which are not included on the quote but are mentioned in the security questionnaire are as follows:

- Falcon Humio (Log Management platform)
- Falcon Horizon & Cloud Workload Protection (CrowdStrike's Cloud security offerings)
- Identity Threat Protection (CrowdStrike's solution to prevent identity-based attacks)

Additional information and pricing for these modules are available upon request from the City.

Due to confidentiality reasons, certain non-public information cannot be shared until the execution of a mutual non-disclosure agreement between CrowdStrike and the City of Roseville. Once the MNDA is established, we can disclose the information to provide better context on our responses to this RFP.

ePlus also takes exception to the following:

- RFP § 3.1 Multiyear Agreements - ePlus is committed to the pricing offered in its response to the City for the initial term. The City acknowledges that ePlus is a reseller of products and Services manufactured and supplied by third parties and that such third parties determine the prices and discounts offered to resale partners. Beyond the initial term, ePlus reserves the right to adjust pricing based on manufacturer changes in list prices and/or discounts on an annual basis. Any price increases shall be made on a pass-through basis only.

- Add the following to Contract Terms and Conditions § 5.
  Notwithstanding the foregoing, the City acknowledges that ePlus is a reseller and ePlus is providing license and or maintenance renewal provided by the manufacturer. ePlus cannot enforce any early termination of such plans without manufacturer approval / consent. ePlus will work with the manufacturer at the time of the request but cannot meet this provision without such consent. Once a license or maintenance plan is purchased it is valid for the term provided.

- Add the following to Contract Terms and Conditions § 7.
  The City acknowledges that ePlus is a reseller of IT hardware, software, maintenance and support and other third party products and services (collectively, "Products") and not the manufacturer or licensor. ePlus or its supplier will pass through to the City any and all applicable hardware or software product warranties of the manufacturer, as ePlus does not provide warranties on Products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with the City's system. ePlus will not be liable for any damage, loss, cost or expense for breach of warranty. As ePlus has no control over the manufacturing of the Products sold herein, it cannot and does not indemnify the City for claims by third parties that products infringe any patent, copyright, trademark or trade secret.

- Add the following provision to the Contract Terms and Conditions.
  Should the City decide to finance its purchase of the Endpoint Detection and Response services over a three-year term (with three (3) annual payments due in advance), the City agrees and acknowledges that the terms and conditions of the ePlus Group Installation Payment Agreement and Opinion Letter (Samples attached) are hereby accepted and incorporated into this Services Agreement, made a part hereof and take precedence over any City Contract Purchase Agreement and any other terms that may apply.

- Add the following to Contract Terms and Conditions § 10(i), Liability/Remedies

Docusign Envelope ID: EC53AB9F-2DF4-424F-AC16-5A983F75278D

DocuSign Envelope ID: A1CA5226-EB3B-4F41-8C74-600DAFDCCB6E

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY'S AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL NOT EXCEED TWO MILLION ($2,000,000) USD. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO THE CITY OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY THE CITY TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- Add the following to the beginning of Attachment E, Privacy and Data Security Requirements, second bullet of Data Privacy section: "If applicable,".

5.8 TAB I: Competency of Proposers

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Consultant has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

ePlus Response: CrowdStrike's knowledge, there are no pending suits or proceedings against CrowdStrike, that, if determined against CrowdStrike, would adversely affect the consummation of the transaction or CrowdStrike's performance as contemplated.

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Attachment A – Questionnaire

Vendor	
Vendor/Proposer Name (List Reseller or Manufacturer if applicable)	Reseller: ePlus Technology Manufacturer: CrowdStrike, Inc.
Indicate the number of years your company has been in business.	ePlus was established in 1990 CrowdStrike was established in 2011 (11 years)
How many employees does your company have, and how many of them are aligned to the Endpoint Detection and Response (EDR) business unit/product?	ePlus has over 1500 employees. CrowdStrike is a global company with more than 5000 employees at various remote offices. With over half of our employees dedicated to Engineering/R&D, Operations and Customer Support
Indicate the number of deployments in production.	Millions of endpoints across 180 countries.
Where is your company headquartered? Does your company have a presence in North America (NA)?	ePlus is headquartered in Herndon, VA. (we also have an office in Roseville, CA). CrowdStrike is headquartered in Austin, Texas USA
Indicate the number of partners your company has.	ePlus is a global company and have partners throughout IT landscape. Partners list can be found here, but also extends past the number of partners on this list: https://www.eplus.com/partners CrowdStrike is a global company and have developed relationships with various partners. Please refer to this link for list of partners: https://www.crowdstrike.com/crowdstrike-elevate-partner-program/

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Indicate the licensing model(s) for your (EDR) (i.e., perpetual, term/subscription, or other model).	For all components that contain endpoint specific functionality, Falcon is licensed on a subscription basis per endpoint. The CrowdStrike Falcon platform is a subscription-based (SaaS) model based on the total number of endpoints and licensed on annual or multi-year agreements.
Architecture	
Describe the components that compose your product's architecture, and indicate how each component is packaged — software, appliance, virtual appliance, as a service and/or hosted/cloud.	CrowdStrike maintains internal documentation and diagrams regarding our product architecture. We do not share these diagrams with our customers, as we consider our architecture to be highly confidential, trade-secret information. However, we can provide a high level cloud architecture diagram once the CrowdStrike NDA has been signed. Our lightweight sensor is packaged as a .exe for Windows, .rpm for Linux, and .pkg for MacOS.
Describe how the (EDR) architecture "scales" in larger deployments.	Falcon is a proven cloud-based platform enabling customers to scale seamlessly and with no performance impact across large environments. The platform's "frictionless" deployment has been successfully verified across enterprise environments containing over 100,000 endpoints. The CrowdStrike agent can be deployed with common deployment tools including SCCM, intune, JAMF, and others for a seamless rollout of the sensor to numerous assets. You can also build the agent into gold images or templates for cloud systems to ensure new hosts are protected from the beginning regardless of deployment size.
Describe how the (EDR) architecture supports deployment in highly distributed environments.	The Falcon sensor was designed for the next generation of remote workers with a cloud focus in mind. This equates to being able to protect highly distributed environments while being able to access the dashboard to manage these endpoints from a centralized cloud-based location.

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Describe how your (EDR) functions are integrated with other solutions that you provide as well as with other third- party technologies.	The Falcon platform has been built with a focus on a modular design that allows us to keep endpoint module functionalities all within the same efficient, lightweight sensor deployed to each protected asset (endpoint). We offer integration with other third party technologies, including via the use of different API connectors, such as for connecting to SIEMs and network-based firewalls.
Does your (EDR) solution work with other log management solutions such as Security Information and Event Management (SIEM)? If yes, describe which log management solutions you have certified to work with you.	Yes, Falcon offers two points of integration with SIEM solutions: Customers can import IOCs (Indicator of Compromise) from their SIEM into the Falcon Platform, using an API. Or customers can forward CrowdStrike Falcon events to their SIEM using the Falcon SIEM Connector. The Falcon SIEM Connector enables integration with most SIEM offerings, such as HP ArcSight, IBM QRadar, and Splunk. The Falcon platform also has integrations with CrowdStrike's own log management solution known as Humio. Additionally, the Falcon Streaming API is available to customers who wish to build their own custom integration.
Does your (EDR) solution support north bound/inbound Application Programming Interfaces (APIs)? Examples are ability to connect, via (API), to cloud systems such as Microsoft Office365 and other SaaS applications to search and/or extract data. This process will provide security events detection and response capability outside the standard endpoint or agent deployment.	CrowdStrike is an API-first company and Falcon Connect provides bi-directional APIs, resources and tools needed by customers and partners to develop, integrate and extend the use of the Falcon Platform itself, and to provide interoperability with other security platforms and tools.
General	

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Does the proposed solution offer endpoint firewall, application control, configuration guidance, or patch management to improve hardening of endpoints?	Aside from our Next Gen AntiVirus and EDR modules, which include configuration guidance via our zero trust assessment tool, we also offer additional modules, including our host-based firewall management module for managing each of the endpoint's host-based firewall from the same centralized cloud based dashboard (Falcon Firewall management is part of our enterprise bundle and can also be added to our Falcon Complete offering if needed). We also offer a vulnerability management tool (Falcon Spotlight) which will provide configuration guidance based on your current list of CVEs found within the environment with the ability to quickly patch some Windows updates directly from the Falcon UI. As part of the service, the Falcon Complete team will also provide configuration guidance of the host policies for recommended best practices and to improve hardening of endpoints.
Does the proposed solution offer an on-premise management console?	CrowdStrike Falcon is a 100 percent cloud-based solution, offering Security as a Service (SaaS) to customers. Falcon requires no servers or controllers to be installed, freeing you from the cost and hassle of managing, maintaining and updating on-premises software or equipment. The solution is managed via the cloud based console while still providing full protection to endpoints that are not always connected to the cloud.
For Cloud/SaaS solutions, does the proposed solution offer a FedRAMP-certified cloud in the U.S.?	CrowdStrike Falcon on GovCloud is authorized under Federal Risk and Authorization Management Program (FedRAMP). CrowdStrike's Authorization to Operate (ATO) at the Moderate Impact Level from the U. S. Department of Commerce's International Trade Administration (ITA) supports the federal government's efforts to modernize IT and streamline operations with cloud computing, by addressing the need for comprehensive endpoint protection delivered via the cloud.

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How do you guarantee that the City data collected by the agents and the proposed solution components stay within the U.S.? What other data privacy, technical, physical, and administrative safeguards measures are applied to our data?	CrowdStrike recognizes that organizations must meet a wide range of compliance and policy requirements. In order to meet the needs of all types of organizations, CrowdStrike offers customers multiple data residency options including the GovCloud for SLED customers. All data sent from the CrowdStrike Falcon sensor is tagged with unique, anonymous identifier values. Data and identifiers are always stored separately. Once in our cloud, the data is heavily protected with strict data privacy and access control policies. All data access within the system is managed through constrained APIs that require a customer-specific token to access only that customer's data. Our analysis engines act on the raw event data, and only leverage the anonymized identifier values for clustering of results. To address this, GovCloud adheres to FedRAMP moderate controls in which all your data is housed in US-based servers and personnel handling your data are CrowdStrike employees that are based in the US.
For Cloud/SaaS solutions, does the proposed solution offer a FedRAMP-certified cloud in the U.S.?	CrowdStrike Falcon on GovCloud is authorized under Federal Risk and Authorization Management Program (FedRAMP). CrowdStrike's Authorization to Operate (ATO) at the Moderate Impact Level from the U. S. Department of Commerce's International Trade Administration (ITA) supports the federal government's efforts to modernize IT and streamline operations with cloud computing, by addressing the need for comprehensive endpoint protection delivered via the cloud.

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Does the solution provide a dashboard or other means to provide information about our IT environment? If so, does it give the security and operations staff useful information to support day-to-day work?	The CrowdStrike Falcon platform is designed to maximize customer visibility into real-time and historical endpoint security events by gathering the event data needed to identify, understand and respond to attacks . This default set of system events focused on process execution is continually monitored for suspicious activity. When such activity is detected, additional data collection is initiated to better understand the situation and enable a timely response to the event, as needed or desired. Note that the specific data collected changes as Falcon Insight advances its capabilities in response to changes in the threat landscape. Information related to activity on the endpoint is gathered via the Falcon agent and made available to the customer via the secure Falcon web management console. This requirement is also answered by Falcon Discover which is Crowdstrike's Security IT Hygiene tool. It provides insights into the IT environment including application inventory and management allowing to see what applications and which versions are running in your environment, and be able to pinpoint suspicious applications that pose a threat to your organization. It also provides insights into asset Inventory allowing you to see all the devices on your network, including whether they are protected by the CrowdStrike Falcon platform. It allows for drilling down into which assets are managed, unmanaged, or unsupported by the Falcon agent to identify blind spots in your security architecture. Lastly, Discover provides account monitoring to ensure visibility into all the users active in your network, their admin privileges, logon history, and password update information.
What is your false positive rate? How do you reduce it?	A Fall 2021 study from AV Comparatives showed CrowdStrike had under 0.5% false positive rate during its September 2021 Malware Protection Test. The Falcon dashboard allows you to reduce false positives by whitelisting IOCs and create different machine learning and IOA exclusions. Link provided below. https://www.av-comparatives.org/tests/business-security-test-2021-august-november/

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What is your true positive detection rate?	Falcon achieved a 99.7% protection rate in the two-month AV-Comparatives Real-World Protection Test (August-September 2021), which evaluated 19 enterprise endpoint security solutions and performed 375 test cases. https://www.av-comparatives.org/tests/business-security-test-2021-august-november/
How effective is your solution against binaries you've never seen before?	For unknown and zero-day threats, Falcon applies IOA detection, using machine learning techniques to build predictive models that can detect never-before-seen malicious activities with high accuracy. Driven by the CrowdStrike Threat Graph data model, this IOA analysis recognizes behavioral patterns to detect new attacks, whether they use malware or not. The range and capability of Falcon's detection techniques far surpass other security solutions on the market, particularly with regard to unknown and previously undetectable emerging threats.
How often and easy is it to update your solution's knowledge base to the latest known exploits and activities?	The Falcon Agent update is automated through policy and CrowdStrike. After setting an update policy, updating an agent takes no effort on the part of the users. Allowing the agent to be updated automatically and regularly introduces new detection capabilities and feature enhancements.
Describe the solution's search capabilities. In the event of an incident, or in the course or regular business, how can the data gathered by the proposed solution's endpoints be displayed to show valuable real time information quicky?	CrowdStrike Falcon is used extensively for incident response. Falcon Insight provides remote visibility across endpoints throughout the environment, enabling instant access to the "who, what, when, where, and how" of an attack. In addition, Insight empowers responders with the ability to respond to and remediate threats in real time, reducing exposure and time-to-recover. The cloud-based architecture of Falcon Insight significantly speeds up incident response and remediation, enabling security teams to access forensic information, even if the endpoint is destroyed. The Falcon Complete team will handle the IR process including the need to triage and investigate the different detections and incidents that are seen by the CrowdStrike Sensor. The Falcon OverWatch team will investigate suspicious hands-on keyboard activity and relay the necessary threat hunting information to the Falcon Complete team to ensure complete endpoint protection in the event of an incident.

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What additional performance or network overhead on the endpoint does the solution agent introduce?	The Falcon sensor's design makes it extremely lightweight (consuming 1-3% CPU and .45Kbps of network traffic on average) and unobtrusive: there's no host-based UI, no pop-ups, no reboots, and all updates are performed silently and automatically.
What is the proposed solution strategy to detect intrusions that do not use malware?	Falcon Prevent provides next generation antivirus (NGAV) capabilities, delivering comprehensive and proven protection to defend your organization against both malware and malware-free attacks. Incorporating exploit blocking and advanced Indicator of Attack (IOA) behavioral techniques to prevent malware-free (or file-less) attack types. Threat Intelligence is a fundamental pillar of CrowdStrike's security strategy. CrowdStrike's Global Intelligence team tracks over 170 adversary groups with focus on nation-states, eCrime syndicates and hacktivist groups. CrowdStrike collects and gathers intelligence from multiple sources - firstly, from CrowdStrike's own intelligence; secondly, intelligence gathered from TTPs from network intrusions seen globally across the Falcon platform and thirdly from third parties. Traditional security vendors classify Threat Intelligence as a large collection of IP addresses or malware hashes. This is merely a fraction of the facets of Intelligence offered, collected and organized by CrowdStrike. The Intelligence collected by CrowdStrike actively looks to profile adversarial groups to the cyber kill-chain and both file-less detections and malware analysis is leveraging IOAs to map observed TTP across the MITRE ATT&CK framework. Falcon OverWatch is a 24x7 proactive Threat Hunting service that focuses on detecting unknown threats through the discovery of malicious artefacts or detection methods not accounted for in automated, passive monitoring. Falcon OverWatch's elite team of dedicated threat hunters proactively hunts for threats that have bypassed traditional security controls, by combing through the rich global telemetry data collected by Falcon Insight (EDR) . When such threats or incidents are discovered, OverWatch will alert the customer, provide a detailed analysis with investigation results and recommended a course of actions for customers to action. An example of this is when an adversary already has legitimate user credentials and is conducting malicious hands-on-keyboard interactive activity, masquerading as a legitimate administrator. These types of investigations require pro-active hunting to understand why this administrator looks different to other common

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	administrative actions and investigate the scope of the incident once identified. Additional information on Falcon Overwatch can be found at the following links: https://www.CrowdStrike.com/endpoint-security-products/falcon-overwatch-threat-hunting/ https://www.CrowdStrike.com/endpoint-security-products/falcon-overwatch-threat-hunting/CrowdStrike-falcon-overwatch-FAQ/
What technologies or methods (AI, ML, or etc) are used to detect threats and / or malicious activity?	For known threats, Falcon provides cloud-based antivirus and IOC detection capabilities. For unknown and zero-day threats, Falcon applies IOA (indicators-of-attack) detection, using machine learning techniques to build predictive models that can detect never-before-seen malicious activities with high accuracy. Driven by the CrowdStrike Threat Graph data model, this IOA analysis recognizes behavioral patterns to detect new attacks, whether they use malware or not. The range and capability of Falcon's detection techniques far surpass other security solutions on the market, particularly with regard to unknown and previously undetectable emerging threats. We also have our Falcon OverWatch Team, our human threat detection engine that operates as an extension of your team, hunting relentlessly to see and stop the most sophisticated hidden threats.
Administration	
Describe support for centralized administration in a geographically dispersed deployment.	The cloud-based Falcon Console can be accessed anywhere via the use of a Chrome browser allowing for central administration over a geographically dispersed deployment.

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Describe features that support risk management, compliance checks, and audits.	CrowdStrike Zero Trust Assessment (ZTA) provides real-time security assessments for endpoints. A feature within Falcon Insight, customers can view the overall health of an endpoint with a single metric. Administrators easily drill down to view Falcon sensor and OS configuration settings on specific endpoints along with recommendations to improve security posture. CrowdStrike's Horizon module (add-on) is our Cloud Security Posture Management (CSPM) that detects and prevents misconfigurations and control plane threats, eliminates blind spots, and ensures compliance, across AWS, Azure, and Google Cloud. It allows users to continuously monitor the compliance of all of their cloud resources and avoid costly fines from a single console for regulations including PCI, NIST and more. Several audit reports exist within the Falcon UI and included in the Streaming API, which is used to consume detection and audit data in your SIEM/Log management tool. Falcon UI Audit reports include: Falcon UI Audit Report, API Audit Trail, Prevention Policy Audit Trail, Prevention Policy Debug, Prevention Hashes ignored, Sensor Visibility Exclusions Audit, and Machine Learning Prevention Monitoring. Falcon Complete starts with the CrowdStrike team of experts that work with you to identify the appropriate security posture for your organization. This assessment is then translated into an agreed-upon security strategy that is implemented by the Falcon Complete team.
Describe support for role-based access and delegated administration.	CrowdStrike Falcon provides granular RBAC capabilities across every module in the platform. Each module has roles pre-defined, which can be assigned to any user. A user can have more than one role as required to provide least privilege and separation of duties while maintaining the right level of access rights.
Do you provide integration with Active Directory or other repositories for role and resource groupings?	CrowdStrike Falcon Policies are assigned to endpoints via host-based groups (Dynamic and Static). Dynamic groups are defined by attributes of hosts, including Active Directory OU, Local IP/CIDR, External IP/CIDR, OS version, Site Name, Tag, Type or Hostname prefix/suffix.
Does the administration portal have Multifactor Authentication (MFA) capabilities?	The Falcon console requires MFA via an RFC 6238 compliant time based one-time password client including solutions such as Google Authenticator, Duo, 1Password, and more.

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Describe product support asset grouping? What are examples of capabilities?	CrowdStrike Falcon Policies are assigned to endpoints via host-based groups (Dynamic and Static). Dynamic groups are defined by attributes of hosts, including Active Directory OU, Local IP/CIDR, External IP/CIDR, OS version, Site Name, Tag, Type or Hostname prefix/suffix. When a host matches the assignment rule for a dynamic group, the host is automatically added to the group. When a host no longer matches the assignment rule for the group, it's automatically removed. Static host groups are defined manually. Static groups are useful for hosts in static environments, such as QA or testing, or for when dynamic group filters are insufficient.
Ease of Deployment	
Describe features that simplify deployment and support for security event management.	To simplify deployment, CrowdStrike agent can be deployed with common deployment tools including SCCM, intune, JAMF, and others for a seamless rollout of the sensor to numerous assets. You can also build the agent into gold images or templates for cloud systems to ensure new hosts are protected from the beginning regardless of deployment size. Falcon Insight is an intelligent EDR solution that can automatically detect incidents without requiring any fine-tuning or configuration prior to being fully operational. It achieves that by combining full endpoint visibility with IOA behavioral analytics to analyze events in real time and automatically detect traces of suspicious behavior, giving it the ability to pinpoint attacker activities that might otherwise go unnoticed. Thanks to IOAs, it's no longer necessary for security teams to figure out what to look for and then build their own searches.

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Describe features that simplify (EDR) expansion and maintenance, such as reusable components and templates.	Although Falcon Insight does not require configuration or fine-tuning, it also offers users the ability to write their own custom and scheduled EDR searches, going back up to 90 days. This is useful for security teams that want to proactively hunt for threats in their environments and consistently perform the same type of EDR searches.
Does your firm deliver services for (EDR) deployment and configuration?	ePlus can deliver deployment and configuration for Crowdstrike. We have done this for many clints in the past. Additionally, Falcon Complete helps customers with implementation including sensor configuration and policy tuning. This includes ensuring all assets are properly grouped, sorted and protected. Falcon Complete will also assist with verifying the most current Falcon agent is installed and running with the recommended best-practice policies enabled to deliver a high level of protection.
What is the number of professional service days typically used when customers engage those services?	The number of days depends on many factors but can be done quickly if everything is ready for deployment. ePlus can help scope this out for you.
Cloud Environments	
List and detail which cloud services (Salesforce, Amazon Web Services S3 and CloudTrail, Microsoft Azure/Office 365, Google, ServiceNow, etc.) that your (EDR) is able to natively connect to via their (APIs)s, or other means.	CrowdStrike has native API integrations with cloud services such as ServiceNow, VirusTotal, Microsoft Teams, and more. Our Falcon CWP (Cloud Workload Protection) Module (add-on module; see exceptions) provides comprehensive breach protection for workloads, containers, and Kubernetes running within your AWS, Azure, and GCP environments enabling organizations to build, run, and secure cloud-native applications with speed and confidence. CWP protects immediately and matches the speed of DevOps, adapting to the dynamic scalability of containers in real time with CI/CD integration via API and pre-boot scripts. Falcon Horizon (add-on module; see exceptions) is CrowdStrike's Cloud security posture management solution that detects and prevents misconfigurations and control plane threats, eliminates blind spots, and ensures compliance, across AWS, Azure, and Google Cloud.

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How do you add support, including telemetry, for new cloud services or other systems that can only be monitored via (APIs)s (versus endpoint or have agents deployed)?	Falcon Cloud Workload Protection (add-on module; see exceptions) provides complete visibility into workload and container events and instance metadata enabling faster and more accurate detection, response, threat hunting and investigation, to ensure that nothing goes unseen in your cloud environment.
Describe information capture capabilities, and include a general description of available methods (system log, agent, (API) and/or other).	Falcon Horizon (add-on module; see exceptions) delivers continuous agentless discovery and visibility of cloud-native assets from the host to the cloud, providing valuable context and insights into the overall security posture and the actions required to prevent potential security incidents via API Calls.
Describe support for resiliency of data collection during connection loss, etc.	Data is cached on the local or cloud endpoint running the falcon sensor that can be re-synced with the CrowdStrike Cloud in case of a temporary loss connection.
Describe capabilities and user interfaces to collect and parse event and nonevent data from sources not formally supported.	CrowdStrike intends to release additional parsers over and above those already in existence. With an un-supported log source, a parser must be created by the customer. Customers may ask CrowdStrike Sales Engineers to create feature requests for parsers.
Log and Data Management	
Describe the data management and storage tier of your (EDR), including raw data, unstructured data, parsed/enriched data and event/incident data.	Information related to activity on the endpoint is gathered via the Falcon sensor and made available to the customer via the secure Falcon web management console. All data sent from the CrowdStrike Falcon sensor is tagged with unique, anonymous identifier values. Data and identifiers are always stored separately. Once in our cloud, the data is heavily protected with strict data privacy and access control policies. All data access within the system is managed through constrained APIs that require a customer-specific token to access only that customer's data. Our analysis engines act on the raw event data, and only leverage the anonymized identifier values for clustering of results.

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Describe support for data archiving and restoration of event data, archive policy options, and support for automation.	CrowdStrike's Humio (add-on module; see exceptions) is a purpose-built, modern log aggregation, storage, and analysis tool. It ingests and aggregates log data or records of every activity that occurs in a company's applications, desktops, servers, and devices. Humio enables the option to use cloud-based bucket storage for persistent data, removing the boundaries between live data and archived data Search retained data, even from years ago, and achieve results in seconds without re-ingesting.
Does your (EDR) provide support for encryption of stored data? If so, explain.	Local encryption of stored EDR data occurs in compliance with SOC2 and other compliance covenants.
Describe any protection against loss of logs during collection (i.e., storing and forwarding onto collectors, etc.).	No log collection is done, just process-level execution information collected 24x7 through the Falcon Endpoint Sensor to the Falcon Cloud Platform.
Security Event Management (SEM)	
Describe any user session tracking capabilities (automatically mapping user - device relationships, who is using super user/admin accounts, etc.).	In the initial training stage, which typically takes around two weeks, Falcon Identity Protection (add-on module; see exceptions) learns the behavior of every user, including when and where they log in, their role in the organization (including if the user has admin permissions or if the account is a service account), the systems they access, the computers they use, the strength of their passwords, and other relevant info.
Indicate support for other real- time event analysis methods, such as profiling, anomaly detection or statistical correlation.	Falcon Identity Protection (add-on module; see exceptions) builds baselines of individual user behavior to identify anomalies that might indicate attacks or unauthorized access attempts. Baselines are built from data gathered by the Falcon Identity Protection detection engine and from third-party solutions such as cloud SSO, and other sources.
Can users add/edit correlation rules via a (GUI)/Wizard?	Customers can create custom correlation rules through our customer Indicators of Attack rules in the Falcon Platform. Separately with Falcon Identity Protection(add-on module; see exceptions), users can use different methods of allow listing different behavior that may be initially found to be malicious which will adjust the correlation as it adjusts the expected baseline for that user.

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Does the (EDR) keep "risk scores" for users and other entities?	Falcon Identity Protection Risk Score (add-on module; see exceptions)is a dynamic computation resulting from the activities and the behavior of a user or computer account. It is based on all account information available, and, to a large extent, represents the likelihood of the account being successfully breached by a malicious attacker or of an insider going rogue. CrowdStrike Zero Trust Assessment (ZTA) provides real-time security assessments for endpoints. A feature within Falcon Insight, customers can view the overall health of an endpoint with a single metric. Administrators easily drill down to view Falcon sensor and OS configuration settings on specific endpoints along with recommendations to improve security posture.
Incident Response and Management	
Describe any native support for incident response (IR) management and what capabilities the (EDR) provides to aid in the (IR) workflow.	Real Time Response is a feature of CrowdStrike Falcon Insight which provides customers a set of built-in commands to execute against systems during a security investigation. It empowers incident responders with deep access to systems across the distributed enterprise. It provides the enhanced visibility necessary to fully understand emerging threats and the power to directly remediate. This helps to dramatically reduce the time needed to respond to attacks and the likelihood of an attack becoming a costly breach. It does all this with zero impact on performance while leveraging existing sensors and cloud infrastructure. CrowdStrike provides ongoing threat hunting and analysis across the attack lifecycle as standard service. CrowdStrike, via the Complete MDR services, provides pre-approved remediation actions on pre-approved hosts so CrowdStrike can also eradicate the threat, where allowed.

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Describe security orchestration capabilities, especially where automation is used. Describe how automation is used, e.g., context enrichment for an alert, initiating response capabilities with other security controls via integrations.	Within our core platform, our Falcon Fusion feature is a unified and extensible SOAR framework, integrated with Falcon Endpoint and Cloud Protection solutions, to orchestrate and automate any complex workflows. Fusion leverages the power of the Security Cloud and relevant contextual insights across endpoints, identities, workloads, in addition to telemetry from partner applications to ensure effective workflow automation. Falcon Fusion allows for building consistent and customizable workflows for faster active response. It leverages easy-to-use automation of workflows to reduce the need to switch between different security tools and tasks, freeing up time for more business critical tasks. Ultimately resulting in speeding up incident triaging and incident response by configuring custom actions and notifications based on contextual insights from different sources.

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Specify the type(s) of incident response services the solution provides, and to what extent (i.e., remote or on-site via a retainer, and/or containment).	Falcon Complete is CrowdStrike fully managed MDR (Managed Detection and Response) team which provides the technology platform, actionable intelligence and skilled expertise required to fully handle endpoint, cloud workload and identity security from beginning to end. The Falcon Complete Team works with you to identify your security requirements and operationalizes them using the CrowdStrike Falcon platform. Once your strategic security objectives have been identified, CrowdStrike's skilled team of experts gets to work implementing the Falcon platform in your environment. The team then manages, monitors, and responds to threats impacting your organization, 24 hours a day, 365 days a year.

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Describe any (EDR) capabilities to support proactive threat hunting and investigation.	The Falcon Insight cloud architecture enables proactive threat hunting at an unprecedented scale which increases an organization's protection against attackers and plays a critical role in early detection of attacks and adversaries. Falcon Insight allows security teams to hunt across data collected within the environment, returning query results within seconds and easily pivoting from one clue to the next. Falcon Insight provides security analysts with a fast and easy way to investigate and hunt telemetry data. Falcon generates hundreds of event types such as process executions, file operations, network operations, DNS requests, identity related operations and more. This data is then sent to the cloud from the Falcon sensors in real time. Falcon alerts security analysts when the sensor triggers a detection or when the data in the cloud triggers a detection. This results in users being able to use the Falcon data proactively or reactively to support their security operations.
Describe integration of (EDR) with solutions for automated remediation and mitigation (e.g., security operations automation, patch or configuration management tools).	There is native support for Falcon Fusion, which is CrowdStrike's SOAR tool and Falcon Spotlight for vulnerability management and remediation. The CrowdStrike store offers users the ability to quickly integrate with compatible security automation partners such as Tines and Simplify.
Reporting Capabilities	
Can samples of reports be provided? In addition, provide a general description of report types.	Monthly metrics from the Falcon Complete Team can be provided to show Time to Triage/Respond and all of the incidents/requests handled month over month. This helps with proactive response/posture. A monthly metric report from the Falcon Complete team can be provided with a signed MNDA in place. There are additional reports that can be generated (in both Enterprise and Falcon Complete), including schedule reports which can be tailored to your requirements. You can select from host based data or data created from one of the dashboards found within the Falcon console, which can be customized to express available data from different modules.

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Can users modify the format, content, and timeframe of predefined reports?	Users can modify the format (JSON or CSV), content (customizable host data or dashboard data found from one of the available modules within the environment), and timeframe of pre-defined reports.
Can users create new reports via wizard/report writer?	There is a scheduled reports page where users can create new and customized reports via a reports creation wizard.
Can users create new reports or dashboards from ad hoc queries?	Users have the option to schedule new reports from ad hoc queries.
Advanced Analytics	
Does the (EDR) have an integrated (UEBA) capability? If so, describe included user and entity behavior analytics (UEBA) capabilities (e.g., profiling, anomaly detection, prebuilt analytics, prebuilt use cases, risk rating, etc.).	Falcon Identity Protection (add-on module; see exceptions) builds user behavioral profiles that can help identify anomalous user behavior. In the initial training stage, which typically takes around two weeks, Falcon Identity Protection learns the behavior of every user, including when and where they log in, their role in the organization, the systems they access, the computers they use, the strength of their passwords, and other relevant info. For each user, a profile is created and a risk score is assigned.

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Does the (EDR) have an integrated (UEBA) capability? If so, explain.	Falcon Identity Protection (add-on module; see exceptions) builds user behavioral profiles that can help identify anomalous user behavior. In the initial training stage, which typically takes around two weeks, Falcon Identity Protection learns the behavior of every user, including when and where they log in, their role in the organization, the systems they access, the computers they use, the strength of their passwords, and other relevant info. For each user, a profile is created and a risk score is assigned.
Does the (EDR) support the analysis of historical data (online or offline)? If so, describe the algorithms and methods to analyze data over 180-365 days.	Detection and process-related details which can be searched via the EDR module are stored for 90 days. Additionally, the data can be pushed to CrowdStrike's Humio Log Management (add-on module; see exceptions) solution for longer retention lengths, or can be integrated with a third party SIEM or log management solution via our APIs.
Does the (EDR) support predictive or forecasting analytical capabilities?	Falcon Insight uses SPL (Security Protocol Language) to interrogate telemetry. Operators can leverage this language to craft custom queries and reports to establish baselines and commonalities, enabling threat hunting across statistical models.
Business Context and Security Intelligence	

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Describe how the (EDR) solution utilizes contextual data from security assessment technologies.	Zero Trust Assessment (ZTA), which is included in our Falcon Insight Module, monitors OS settings and sensor settings of hosts within your organization. This granular assessment of eligible hosts is used to produce a score that uniquely represents the security posture of each host. Use the Zero Trust Assessment dashboard to view a holistic overview as well as a detailed assessment of monitored hosts, to surface and remediate mismanaged settings, and to increase the security posture of hosts.

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Does the (EDR) provide a threat intelligence (TI) add-on? If so, does the cost include (TI) feeds, or are those (TI) feeds available as an additional subscription?	CrowdStrike Falcon X is the Cyber Threat Intel Bundle of the Falcon Platform. For details to our Integration with Threat Platforms, please refer to the links below. The Falcon X Module automates the threat analysis process and delivers actionable intelligence and custom IOCs specifically tailored for the threats encountered on your endpoints. With this level of automation, you can stop picking and choosing which threats to analyze and start analyzing all threats. In addition to the Falcon X Module, the Falcon X Bundle also includes access to CrowdStrike's proprietary Global IOC Threat Feeds curated from CrowdStrike's thousands of customers and millions of endpoints across the globe https://www.crowdstrike.com/epp-101/threat-intelligence/
Does the (EDR) have built-in 3rd party threat intelligence feeds?	CrowdStrike Falcon directly integrates the proprietary threat intel feeds from Falcon Intel and additional indicators can be integrated via API.
Advanced Threat Defense	

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Describe capabilities to monitor, analyze and detect threats in payloads.	All files quarantined by Falcon Prevent are automatically investigated by Falcon X. This automation drives breakthrough efficiency gains for security operations teams and ensures no threats are missed. Each is rigorously investigated using Falcon X which enables in-depth analysis of unknown and zero-day exploits that extends far beyond traditional approaches. Falcon X employs a unique combination of static, dynamic and fine-grained memory analysis to quickly identify the evasive threats other solutions may miss.
Do you offer management or monitoring services provided directly by your company for your (EDR)? If so, briefly describe.	CrowdStrike Falcon Complete is a 100 percent hands-off and worry-free managed detection and response (MDR) solution which uniquely provides the people, process, and technology required to handle all aspects of endpoint, cloud workload and identity security, from onboarding and configuration to maintenance, monitoring, incident handling and remediation.
OS Support	
What operating systems can the endpoint agent run on?	Windows Server 2008 R2 - Server 2022 and Server 2016- 2022 Core. Windows 7 - 11 MacOS Catalina 10.15.x - MacOS Monterey 12 Linux distributions including versions of: Alma Linux, CentOS, Debian, Oracle Linux, RHEL, Rocky Linux, SLES, and Ubuntu

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What operating systems can the administration console run on?	The admin console is a cloud based console that can be accessed via a chrome browser.
Application Integration	
Describe support for operational technology (OT) environments (e.g., ICS/SCADA).	CrowdStrike can secure OT environments that are running Falcon supported Operating Systems and that can communicate with the CrowdStrike cloud on a consistent basis.

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ePlus Company Information

ePlus drives organizations forward with sustainable technology solutions and services that provide more depth, more breadth, and more perspective. We consult with customers to assess their technology and business needs and advise them on the most effective IT strategy and approach for their organization. We then design, implement, and optimize the cloud, security, data center, networking, collaboration, and emerging solutions to enable that strategy. We back those efforts with local support, long-term service, and flexible financing and consumption models, all with the end result of helping customers thrive in the digital economy and multi-cloud world, drive better business outcomes, and stay ahead of the innovation curve. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,500 associates serving a diverse set of customers in the U.S., Europe, and Asia-Pac. The Company is headquartered at 13595 Dulles Technology Drive, Herndon, VA, 20171, USA. For more information, visit www.eplus.com, call 888-482-1122, or email info@eplus.com.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a public company with annual revenues of $1.6B and shareholders equity of $562M as of its most recent fiscal year ending March 31, 2021. Our full financial statements of quarterly and annual audited financials can be viewed at http://www.eplus.com/investors/financial-reporting/annual-reports or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters
ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
List of all ePlus Locations/Offices



Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Arista, AWS, Check Point, Cisco, Dell Technologies, F5, Fortinet, Gigamon, HP, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Nutanix, Nvidia, Palo Alto Networks, Pure Storage, Rubrik, Splunk, and VMware—many who look to us for their own technology needs.

ePlus. Where Technology Means More.®

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ePlus Awards and Accreditations

Awards

2022

Gigamon Americas Partner of the Year
CRN® 2022 Managed Service Provider (MSP) 500 Elite 150
CRN® 2022 Tech Elite 250

2021

Cisco Social Impact Partner of the Year Award for the Americas
CRN® 2021 Solution Provider 500 list
CRN® 2021 Managed Service Provider (MSP) 500 Elite 150
CRN® 2021 Tech Elite 250
Comparably 2021: Best Sales Team, Best Places to Work in Greater Washington DC Area, Best CEO for Women

2020

CRN® 2020 Solution Provider 500 list
CRN® 2020 Managed Service Provider (MSP) 500 Elite 150
CRN® Tech Elite 250
Checkpoint Americas Cloud Partner of the Year
Cisco Americas Technology Excellence Partner of the Year: Data Center
Cisco Software Partner of the Year, East Region
Cisco Commercial Partner of the Year, East Region
Comparably 2020:

- Best CEO
- Best Work-Life Balance
- Best CEO for Women

Equinix Americas New Partner of the Year
Juniper Networks Americas National Partner of the Year
Juniper Networks Security Partner of the Year
NetApp Public Sector Innovation Award
NetApp Cloud First Partner of the Year
NetAppFlash Growth Partner of the Year
Vertiv 2020 SLED Partner of the Year
Elaine Marion, Public Company CFO of the Year

- 2020 Greater Washington Technology CFO Awards by NVTC

Accreditations

AICPA SSAE Type 2 SOC 1	OneSource Family of Software Products
AICPA SSAE Type 2 SOC 1	Managed Services Center
AICPA SSAE Type 2 SOC 1	Service Desk
AICPA SSAE Type 2 SOC 2	Cloud Hosted Services
HIPAA and HITECH	Cloud Hosted Services
ISO9001 QMS	Warehouse Operations
PCI DSS	Managed Services Center

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Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Amazon Web Services

+ Advanced Consulting Partner
+ Public Sector Partner
+ Solution Provider Partner
+ Immersion Day Partner
+ AWS Marketplace CPPO Partner
+ Storage Competency
+ Windows on EC2 Delivery Partner

Check Point

+ 4 Star Partner
+ ASCP(EMS) Certified
+ Harmony Specialization

Cisco: Gold Level Partner

Master Specializations

+ Master Data Center and Hybrid Cloud Specialization
+ Master Collaboration Specialization
+ Master Networking Specialization
+ Master Security Specialization

Advanced Specializations

+ Advanced Collaboration Architecture Specialization
+ Advanced Customer Experience Specialization
+ Advanced Data Center Architecture Specialization
+ Advanced Unified Contact Center Enterprise Specialization
+ Advanced SP Architecture Specialization
+ Advanced Security Architecture Specialization
+ Cisco Webex Calling with Calling Plan
+ Cisco Hyperflex Specialization
+ Cisco IoT Specialization
+ Cisco Webex Contact Center Specialization

Dell Technologies: Titanium Solution Provider

Portfolio and Solution Competencies:

+ Core Client
+ Server
+ Storage
+ Networking
+ Data Protection

Fortinet

Expert Partner Level

+ SD-WAN Specialization
+ Cloud Business Model Certified
+ Integration Business Model Certified

HP Inc. Amplify Partner Program

Power Partner

Hewlett Packard Enterprise Platinum Level Partner

Hybrid IT (Server/Storage)

+ HPE Partner Ready: Solution Provider – Platinum Partner
+ HPE Partner Ready: Services Partner – Gold

Edge (Aruba/Networking)

+ HPE Partner Ready for Networking: Solution Provider – Platinum Partner
+ Silver Peak Partner Edge Program: Platinum Partner

Intel

+ Intel Partner Alliance Program: Titanium Partner

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Juniper Networks

Elite Partner

Microsoft

Gold Level Partner
+ Cloud Solutions Provider
+ Gold Application Integration
+ Gold Data Center
+ Gold Cloud Platform
+ Gold Cloud Productivity
+ Gold Windows and Devices

NetApp

Solution Specializations
+ FlexPod Specialized

Implementation Services Certified
+ E-Series
+ HCI
+ ONTAP

Integration Services Certified
+ E-Series
+ ONTAP
+ ONTAP SAN

NetApp Keystone Sell-with

Professional Services Certified
+ ONTAP SAN

Support Services Certified

NUTANIX

Pioneer Level Partner

NVIDIA

Accelerated Partner

Palo Alto

Diamond Innovator Partner Level
SASE Specialization Partner

Pure Storage

Elite Partner
Service Delivery Partner (Managed Service Provider)

VMware

Principal Partner
+ Data Center Master Services Competency
+ Networking Master Services Competency
+ VMware Cloud on AWS Master Services Competency
+ Data Center Virtualization

Transform Networking and Security
+ Empower Digital Workspace

Cloud Management and Automation
+ Cloud Provider
+ Cloud Native

Additional Key Vendors

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The ePlus Difference

ePlus goes above and beyond to deliver the insightful strategies and innovative solutions our customers need to elevate their business. We bring deep expertise that spans the entire IT lifecycle and every critical discipline along with an unwavering commitment to the customer experience, enabling organizations to navigate challenging situations and achieve consistent results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**

CLOUD - Create customized roadmaps, then design, implement, service, and support organizations on their journey to adopt private, hybrid, and public cloud services. ePlus helps customers address today's multi-cloud requirements surrounding security, compliance, cost optimization, visibility, and connectivity by helping them build and manage a cloud-enabled enterprise foundation.

SECURITY - Deliver custom cybersecurity programs built upon strong culture and integrated technology, aimed at defining and mitigating business risk, identifying business challenges and creating safer environments to achieve positive business outcomes.

DATA CENTER – Design and support all data center needs, including compute, virtualization, hyper converged, storage, and back up and disaster recovery solutions.

NETWORKING - Fully support automation and modernization of the network by optimizing access, connectivity, and security across on-premise, cloud, and hybrid environments, including multi-cloud/SDN, mobility/wireless, SD-WAN, and service provider networking.

COLLABORATION – Foster effective communication—within internal teams and with customers—through voice and video calling, real-time messaging and meetings, video conferencing, and contact center solutions deployed on-premise or in the cloud.

SERVICES - Apply a unique outcomes-focused perspective to help organizations strategize for more agility, architect for better outcomes, accelerate for faster ROI, and optimize for greater resiliency—guiding them to a more modern, secure digital business.

FINANCING AND CONSUMPTION MODELS - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.9
File #: 0323
Item ID: 2025-646

Title:	Ammunition - Sole Source Purchase Orders
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of sole source purchase orders with Miwall Corporation in the amount of $112,058.93 and San Diego Police Equipment in the amount of $81,936.31, for a combined total of $193,995.24 to provide Police Duty Ammunition. Miwall Corporation is the exclusive distributor for Hornady 9mm ammunition and San Diego Police Equipment is the exclusive distributor for Speer LE .223 Ammunition. Funding is included in the Police Department's FY2025-26 budget in the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve Sole Source Purchase Orders with Miwall Corporation in the amount of $112,058.93 and San Diego Police Equipment in the amount of $81,936.31, for a combined total of $193,995.24 in the current fiscal year to provide Police Duty Ammunition.

BACKGROUND

The Police Department has an ongoing requirement for ammunition for its Police personnel. The purchases are for pistol and rifle ammunition to be used in Glock Model 45, 17, and 34 duty pistols and AR-15 and M4 rifles. These weapons are used by the City's patrol officers and regional SWAT team.

The FBI and the International Wound Ballistics Association have established criteria for bullet/ammunition performance. The Hornady Critical Duty handgun ammunition and Speer LE rifle ammunition have undergone extensive testing by the FBI and meets and/or exceeds all of their ballistic testing criteria. The testing criteria includes terminal performance into ballistic gelatin after penetrating through established barriers such as: Auto Glass, Drywall, Plywood, Sheet Metal, and heavy clothing. The Roseville Police Department has conducted the same testing process as described above and agree/concur with the findings and/or performance of the Hornady and Speer LE ammunition. Additionally, the Hornady and Speer LE ammo is extremely reliable and rarely malfunctions/jams.

Hornady Ammunition has an exclusive distributorship with Miwall Corporation for the Northern California area, and therefore is the City's only available source for the purchase of the Hornady ammunition.

Speer LE Ammunition has an exclusive distributorship with San Diego Police Equipment for the State of California, and therefore is the City's only available source for the purchase of the Speer LE ammunition.

FISCAL IMPACT

The total cost of pistol ammunition from Miwall Corporation is $112,058.93 and the total cost of rifle ammunition from San Diego Police Equipment is $81,936.31, for a combined total of $193,955.24. Funding is included in the Police Department's FY2025-26 budget in the General Fund.

ENVIRONMENTAL REVIEW

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

Troy Bergstrom, Police Chief

ATTACHMENTS:

1. 9mm ammo Quote
2. .223 Ammo Quote

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 8/27/2025
Liz Luevano, Police Department	Approved - 8/27/2025
Troy Bergstrom, Police Department	Approved - 8/28/2025
Gretchen Hakala, City Attorney Department	Approved - 8/28/2025
Katrina Six, City Clerk Department	Approved - 8/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

Miwall Corporation

PO BOX 2809
Grass Valley, CA 95945

530-273-1047
lesales@miwallcorp.com

Quote

Date	Quote #
8/11/2025	3462

Name / Address	Ship To
CITY OF ROSEVILLE PD ACCOUNTS PAYABLE 311 VERNON ST ROSEVILLE, CA 95678-2649	CITY OF ROSEVILLE POLICE DEPARTMENT 1051 JUNCTION BLVD ROSEVILLE, CA 95678-7191

Comment	Terms	Rep
	30	SR

Item	Description	Cost	Qty	Total
90215C	HORN 9mm +P 124gr CRIT DUTY 500 RDS	297.14	350	103,999.00T
	Sales Tax	8,059.93		8,059.93

(0.0%)	$0.00
Total	$112,058.93

SAN DIEGO POLICE EQUIPMENT CO. INC.

DATE: 08/11/25
EXPIRES: 10/11/25
TERMS: **NET 30**
QUOTED BY: RYAN

QUOTE

TO: OFC TIM WILLIAMS	SHIP TO:
AGENCY: ROSEVILLE PD	ATTN:
PHONE: 916-774-5099	
FAX:	PO / REF#:
EMAIL: twilliams2@roseville.ca.us	AUTH BY:

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
234	CS/500	CCI-24445SP	SPEER GOLD DOT .223 62GR GDSP	$324.97	$76,042.98

NOTES: FOR DEPARTMENT PURCHASE ONLY

Sales tax will be charged at the rate for the delivery address.

No freight charge for drop shipment from factory.

SUBTOTAL:		$76,042.98
TAX%	0.07750	$5,893.33
FREIGHT:		$0.00
TOTAL:		**$81,936.31**

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111
Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530
E-mail: Sales@Sandiegopoliceequipment.com

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.10
File #: 0323
Item ID: 2025-647

Title:	All Band Portable Radio - Sole Source Purchase Order
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of a sole source purchase order with Motorola Solutions, Inc. in the amount of $531,477.30 in the current fiscal year to provide All Band Portable Radios. Motorola Solutions, Inc. is the manufacturer of the APX 8000 All Band Portable Radio, which contains proprietary hardware and software components that are only available through Motorola. Funding of $500,000 for this purchase was included in the Police Portable Radio Replacement project, through the Equipment Replacement Fund, in the adopted FY2025-26 budget. Staff will be bringing forward a recommended budget adjustment for Council consideration at an upcoming Council meeting to fund the additional costs.

RECOMMENDATION

Staff recommends that the City Council approve a sole source purchase order to Motorola Solutions, Inc. for the purchase of 57 All Band Portable Radios in the amount of $531,477.30.

BACKGROUND

The Roseville Police Department has relied on Motorola Solutions portable radios for over 20 years to ensure effective communication for public safety operations. The department currently operates (150) APX 7000 portable radios, many of which have been in service since 2010. These units have reached the end of their operational life, as Motorola Solutions no longer manufactures the APX 7000 model or provides parts and accessories for its maintenance. The Police Department plans to replace all APX 7000 portable radios with the new Motorola Solutions APX 8000 All Band Portable Radio over a three-year period. The APX 8000 radio meets the Police Department's need for reliable, secure, and interoperable communication. The purchase of (57) APX 8000 radios will replace the department's oldest units.

Motorola Solutions, Inc. is the manufacturer of the APX 8000 All Band Portable Radio, which contains proprietary hardware and software components that are only available through Motorola Solutions, Inc.

FISCAL IMPACT

The total cost of this Portable Radio purchase is $531,477.30. Funding of $500,000 for this purchase was included in the Police Portable Radio Replacement project, through the Equipment Replacement Fund, in the adopted FY2025-26 budget. Staff will be bringing forward a recommended budget adjustment for Council consideration at an upcoming Council meeting to fund the additional costs.

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 purchase of radios 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,
Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

ATTACHMENTS:

1. Quote

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 8/27/2025
Liz Luevano, Police Department	Approved - 8/27/2025
Troy Bergstrom, Police Department	Approved - 8/28/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 8/29/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/3/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

MOTOROLA SOLUTIONS







ROSEVILLE POLICE DEPT, CITY OF

Copy of (57) APX 8000

06/27/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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06/27/2025

ROSEVILLE POLICE DEPT, CITY OF
311 VERNON ST STE 206
ROSEVILLE, CA 95678

RE: Motorola Quote for Copy of (57) APX 8000

Dear Mark Peinado,

Motorola Solutions is pleased to present ROSEVILLE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ROSEVILLE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Ashton Dunnigan at Ashton.Dunnigan1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ashton Dunnigan

Billing Address:
ROSEVILLE POLICE DEPT, CITY OF
311 VERNON ST STE 206
ROSEVILLE, CA 95678
US

Quote Date:06/27/2025
Expiration Date:09/19/2025
Quote Created By:
Ashton Dunnigan
Ashton.Dunnigan1@motorolasolutions.com

End Customer:
ROSEVILLE POLICE DEPT, CITY OF
Mark Peinado
MCPEINADO@ROSEVILLE.CA.US
(916) 774-5488

Contract: 17724 - HGAC (TX)-RA05-21

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000						
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	57	$8,226.00	$6,004.98	27.0%	$6,004.98	$342,283.86
1a	H869BW	SOFTWARE LICENSE ENH: MULTIKEY	57	$388.00	$283.24	27.0%	$283.24	$16,144.68
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	57	$607.00	$443.11	27.0%	$443.11	$25,257.27
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	57	$353.00	$257.69	27.0%	$257.69	$14,688.33
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	57	$184.00	$184.00	0.0%	$184.00	$10,488.00
1e	QA05509AA	DEL: DELETE UHF BAND	57	-$800.00	-$584.00	0.0%	-$584.00	-$33,288.00
1f	H38BS	ADD: SMARTZONE OPERATION	57	$1,766.00	$1,289.18	27.0%	$1,289.18	$73,483.26
1g	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	57	$118.00	$86.14	27.0%	$86.14	$4,909.98
1h	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	57	$560.00	$408.80	27.0%	$408.80	$23,301.60

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Sale Price	Ext. Sale Price
1i	QA09113AB	ADD: BASELINE RELEASE SW	57	$0.00	$0.00	0.0%	$0.00	$0.00
2	PMMN4084A	AUDIO ACCESSORY-HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	57	$109.78	$82.34	25.0%	$82.34	$4,693.38
3	RLN4941A	REC ONLY EARPIECE W/ TRANSLUCET TUBE	57	$82.13	$61.60	25.0%	$61.60	$3,511.20
4	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	57	$199.56	$149.67	25.0%	$149.67	$8,531.19

Subtotal $494,004.75

Estimated Tax $37,472.55

Grand Total $531,477.30(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.11
File #: 0323
Item ID: 2025-650

Title:	Police Body Armor Helmets - Purchase Order
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends approval of a purchase order with Black Box Safety, Inc. for the purchase of Police Body Armor Helmets in the amount of $75,500.43. Funding for this purchase in the amount of $40,000 was included in the Police Department's FY2025-26 departmental budget in the General Fund. The remaining $35,500.43 will be funded by the Police Equipment Replacement project in the Equipment Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council approve a purchase order to Black Box Safety, Inc. for the purchase of Police Body Armor Helmets in the amount of $75,500.43.

BACKGROUND

The Police Department has an ongoing requirement for body armor. The National Institute of Justice (NIJ) sets safety standards for law enforcement body armor, including the replacement of body armor every five years. Currently, the Department has 91 helmets that are due for replacement. The Police Department is requesting approval of a purchase order to Black Box Safety, Inc. to purchase the helmets for a total amount of $75,500.43

This Purchase Order will "piggyback" off of a competitively-selected Nationwide Sourcewell Body Armor Contact: 091924-BBS.

FISCAL IMPACT

The total cost for this purchase is $75,500.43. Funding for this purchase in the amount of $40,000 was included in the Police Department's FY2025-26 Departmental budget in the General Fund. The remaining $35,500.43 will be funded by the Police Equipment Replacement project in the Equipment Replacement 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 purchase of body armor helmets 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,
Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

ATTACHMENTS:
1. Sales - Quote - Body Armor Helmets

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 8/27/2025
Liz Luevano, Police Department	Approved - 8/27/2025
Troy Bergstrom, Police Department	Approved - 8/28/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Clerk Department	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

Sales Quote - SQ-100305

Black Box Safety, Inc.
1950 Cordell Court, Suite 103
El Cajon, CA 92020
sales@blackboxsafety.com
(619) 499-7943
https://blackboxsafety.com/

Bill to
Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678
US

Ship to
Roseville Police Department
Nicholas Hom
1051 Junction Blvd
Roseville, CA 95678
US

Document Date 05/2/2025
Valid to 10/23/2025

Shipment Method FOB Destination
Shipment Date 5/2/2025

Nationwide Sourcewell Body Armor Contract: 091924-BBS

SKU	Description	Quantity	Unit of Measure	Unit Price	Amount
OPERATOR ELITE W/ FS	Paraclete MICH high cut w/ dial liner and rails, No NVG mount and HLMRRFAC00	91	Each	770.00	70,070.00

Subtotal	**70,070.00**
Total Tax (7.75%)	5,430.43
Total $ Incl. Tax	**75,500.43**

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.12
File #: 0501-01
Item ID: 2025-569

Title:	2025 Building Standards Code Adoption
Contact:	Michael Bradley 916-774-5400 mbradley@roseville.ca.us

SUMMARY

Staff recommends City Council introduce for first reading an ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property, as well as adopt an urgency ordinance to be effective September 17, 2025. The fiscal impact on the City includes new code resources and staff training on the updated Building Code Standards. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department in the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt an urgency ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property, and declaring the ordinance to be effective September 17, 2025 as an urgency ordinance.

Staff also recommends that the City Council introduce for first reading an ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property.

BACKGROUND

Pursuant to Health & Safety Code section 17958, the updated Building Standards Code becomes the City's default rules for building matters on January 1, 2026. While local agencies have historically been allowed to adopt their own local amendments, the California Legislature recently enacted Assembly Bill (AB) 130, which has significant impacts on local agencies' ability to adopt local amendments. Most significantly, AB 130 implements a 6-year freeze on new local building code updates, meaning that cities and counties are prohibited from making any modifications to the building code standards for residential projects within their jurisdiction from October 1, 2025, through June 1, 2031 – absent some limited exceptions. One of those exceptions, however, does allow local amendments that are "substantially equivalent" to changes or modifications that were previously adopted by the city and county and were in effect as of September 30, 2025.

The City has historically adopted some local amendments to the Building Standards Code, as those amendments are necessary due to the geological, topographical, and climactic conditions of the City of Roseville. The ordinance being presented for consideration is composed primarily of local amendments that have been adopted by the City with each triennial Building Standards Code update. The only substantive update is a clarification with respect to drowning prevention safety features for pools in residential areas.

To ensure the City's local amendments are adopted and are made part of the City's updated California Building Standards Code, and to ensure compliance with all applicable timelines – including AB 130 – it is recommended that the City Council adopt both an urgency ordinance and a non-urgency ordinance. Because an urgency ordinance is effective immediately, the City will have adopted its local amendments well before the traditional January 1st deadline, and also before the September 30th deadline possibly imposed by AB 130.

Thus, the items before the City Council are the adoption of an urgency ordinance, and the introduction and first reading of a non-urgency ordinance, both of which will amend Title 16 of the Roseville Municipal Code to adopt the 2025 Building Standards Code and necessary local amendments. It is recommended that the Council take both actions.

FISCAL IMPACT

The fiscal impact on the City includes new code resources and staff training on the updated Building Code Standards. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department in the General Fund.

ENVIRONMENTAL REVIEW

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

Ryan Harrigan, Fire Chief
Mike Isom, Development Services Director

ATTACHMENTS:

1. Ordinance 6990
2. draft Regular Ordinance for Building and Fire Codes (CORRECTED - 9.2.2025)

REVIEWERS:

Michael Bradley, Fire Department	Created/Initiated - 9/3/2025
Deanna Schondelmayer, Fire Department	Approved - 9/3/2025
Ryan Harrigan, Fire Department	Approved - 9/3/2025
Gretchen Hakala, City Attorney Department	Approved - 9/3/2025
Katrina Six, City Clerk Department	Approved - 9/3/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025

Michelle Sheidenberger, City Attorney Department	Approved - 9/5/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/5/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

ORDINANCE NO. 6990

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE RE-ADOPTING AND AMENDING CHAPTERS 16.04 AND 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION AND THE FIRE CODE, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE SEPTEMBER 17, 2025 AS AN URGENCY ORDINANCE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby re-adopted in part, and amended in part, to read as follows:

16.04.100 California Building Standards Code—Adopted.

A. The 2025 California Building Standards Code is hereby adopted by the City of Roseville and incorporated by reference into the City of Roseville Municipal Code, as amended by this chapter. The 2025 California Building Standards Code includes, but is not limited to, the following:

1. 2025 California Building Code-Volumes 1 and 2 of the California Code of Regulations Title 24 Part 2.

2. 2025 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

3. Appendix BF, Patio Covers of the 2025 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

4. 2025 California Electrical Code of the California Code of Regulations Title 24 Part 3.

5. 2025 California Mechanical Code of the California Code of Regulations Title 24 Part 4.

6. 2025 California Plumbing Code of the California Code of Regulations Title 24 Part 5, including appendix A and M of the 2025 California Plumbing Code.

7. 2025 California Energy Code of the California Code of Regulations Title 24 Part 6.

8. 2025 California Historical Building Code of the California Code of Regulations Title 24 Part 8.

9. 2025 California Existing Building Code of the California Code of Regulations Title 24 Part 10.

10. 2025 California Green Building Standards Code of the California Code of Regulations Title 24 Part 11.

11. 2025 California Wildland-Urban Interface Code of the California Code of Regulations Title 24 Part 7.

B. There is at least one copy of said code on file in the office of the building official for use and examination by the public.

16.04.105 Housing Law regulations—Adopted.

The city hereby adopts and enforces the California State Housing Law, California Code of Regulations, Title 25, Division 1, Subchapter 1, current provisions. There is one copy of said regulations on file in the office of the building official for use and examination by the public.

16.04.110 Board of appeals.

Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be referred to the board of appeals.

16.04.120 Fees.

Requests for permits under this chapter shall be subject to payment of fees by the permit applicant as established by resolution adopted by the city council, as amended from time to time.

16.04.310 Findings and modifications.

A. The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

1. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. Pools are common as a result of the high summer temperatures. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

2. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and

access limitations. These conditions also result in natural aquifers that the city uses for water, resulting in differing water sources.

3. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

B. The building official is authorized to render interpretations of this code and make and enforce rules and supplemental regulations in order to carry out its application. The building official maybe guided by future supplements to the California Building Code. Such interpretations, rules and regulations and supplements shall conform with the intent and purpose of the California Building Code and shall be available to the public during normal business hours.

C. When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the City of Roseville.

16.04.410 Maximum number of disconnects.

Section 230-71 of the California Electric Code is hereby amended in its entirety to read as follows:

(a) General. The service disconnecting means for each service permitted by Section 230-2, or for each set of service-entrance conductors permitted by Section 230-40, Exception No. 1, shall consist of not more than one switch or one circuit breaker mounted in a single enclosure, in a group of separate enclosures, or in or on a switchboard. There shall be no more than one disconnect per service grouped in any one location.

Exception No. 1: For the purpose of this section, disconnecting means installed as part of listed equipment and used solely for the following shall not be considered a service disconnecting means:

(1) Power monitoring Equipment

(2) Surge-protective device(s)

(3) Control circuit of the ground-fault protection system

(4) Power-operable service disconnecting means

Exception No. 2: For an apartment complex with not more than four units total, each unit may have a separate disconnect.

(b) [reserved]

Informational Note: See Section 408.36 for service equipment in certain panel-boards, and see Section 430-95 for service equipment in motor control centers

16.04.870 Swimming pool and spa enclosures.

Section 3109.2 of the California Building Code is amended to add the following language at the end of Section 3109.2

Notwithstanding the foregoing, with regard to Health and Safety Code section 115922 requiring at least two of seven drowning prevention safety features, at least one of the two drowning prevention safety features required must be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from any private single-family home. The intent of this section is to ensure that when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall have an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from neighboring private single-family homes.

SECTION 2. Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby re-adopted in part, and amended in part, to read as follows:

16.16.010 Short title.

This chapter may be referred to as the "Roseville Fire Code."

16.16.020 California Fire Code and International Fire Code—Adopted by reference.

The 2025 California Fire Code Title 24, Part 9 of the California Code of Regulations, together with Appendices B, BB, C, CC, D, as well as the 2024 International Fire Code, save and except such portions as are hereunder deleted, modified, or amended, are hereby adopted by reference.

16.16.030 Findings.

The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

A. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. High summer month temperatures are frequently accompanied by light to gusty

westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

B. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations.

C. Geological. The city is located within a seismic design category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

16.16.040 Permits and fees.

A. Chapter 1, Section 108 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **108 Fees**. Each person who applies for, requests, or receives a permit, permit amendment, or service furnished by the fire department shall, at such time, pay the applicable fee or fees provided for by resolution of the city council.

B. Minimum Fee Remittance. Prior to providing service, except for emergency services, a minimum fee remittance is required based on the approved fee established for said service(s). The minimum amount for an estimated fee calculation is required at the time of request for service. Adjustments to the estimated fee may be made depending upon work required.

C. Modification of Fees. The fire chief shall have the authority to waive or modify any fee imposed due to services provided by the fire department as stated herein and established by resolution of the city council for good cause providing such waiver or modification request is submitted in writing, stating the reason such waiver or modification is necessary, prior to the payment of the fee.

16.16.050 Appeals.

Chapter 1, Section 112.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **112.1 Appeals**. Any person aggrieved by any decision or action of the Chief or designated representative may appeal the decision or action subject to the provisions of Section 16.04.110 of the Municipal Code referring to the Board of Appeals. The Board of Appeals designated therein shall also serve as the Board of Appeals under the California

Fire Code. The fire chief or his or her designee shall serve as ex-officio member of the Board of Appeals in all appeals under the California Fire Code.

16.16.060 Violations.

Chapter 1, Section 113.4 of the California Fire Code is hereby amended to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or a misdemeanor at the discretion of the city attorney.

16.16.070 Open burning, recreational fires, and portable outdoor fireplaces.

Chapter 3, Section 307.1.1 of the California Fire Code is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited within the city.

Exception: When authorized by the fire chief in accordance with the California Fire Code.

16.16.080 General storage.

Mobile Storage Racks. Mobile storage racks shall have a minimum six-inch fixed separation every four feet of storage.

16.16.090 Fire apparatus access roads.

Chapter 5, Section 503.2.3 of the California Fire Code is hereby amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced with an AC pavement or equivalent surface so as to provide all-weather driving capabilities.

16.16.100 Premises identification.

A. Multiple Tenant Buildings. Multiple tenant buildings shall contain the following features:

1. Multiple tenant spaces serviced by vehicular access to the rear through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on

all new and existing buildings as to be plainly visible and legible from the rear access way when deemed necessary by the fire chief.

2. Multiple tenant spaces serviced by rear access through a corridor, exit passageway, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space, when deemed necessary by the fire chief.

3. Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed near the entrance door in all new and existing buildings.

4. Illuminated directory boards shall be provided at vehicular access entrances to multiple building complexes as deemed necessary by the fire chief.

B. Illumination. Addressing shall be illuminated at night in all new buildings. Address signs shall be internally or externally illuminated. When the luminance provided for the face of an address sign is from an external source, it shall have an intensity sufficient so as to be visible at night from the adjoining access roadway. Internally illuminated address signs shall be provided with equivalent luminance.

16.16.110 Fire protection systems.

A. Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.

2. The location of the fire control room shall be approved by the fire code official.

3. Fire control rooms shall have minimum dimensions of five feet by seven feet.

4. Fire control rooms shall be constructed with a one-hour fire rating.

5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.

6. Durable signage shall be provided on the exterior side of the access door.

7. Storage of materials in fire control rooms is prohibited.

B. New Buildings. An approved automatic sprinkler system shall be provided in every new building where the total fire area is 3,600 square feet or greater.

C. Passive Purge Sprinkler System. One- and two-family dwellings designed and installed with a sprinkler system in accordance with NFPA 13D shall utilize passage purge on a remote domestic plumbing fixture.

D. Building Additions. An approved automatic sprinkler system shall be provided in every existing building, except one- and two-family dwellings, when an addition to the floor area is made increasing the size of the building to 3,600 square feet or greater.

E. Design Criteria. Minimum sprinkler systems design requirements are as follows unless otherwise approved by the fire code official:

1. Office buildings shall be designed to Ordinary Hazard Group 1.

2. Mercantile and Storage Occupancies with a ceiling height of up to 20 feet shall be designed to Ordinary Hazard Group 2; with a minimum design area of 3,000 square feet.

3. Mercantile and Storage Occupancies with a ceiling height exceeding 20 feet shall be designed with a minimum sprinkler density of 0.495; with a minimum design area of 2,000 square feet.

F. Upright Sprinklers. Upright sprinklers shall be installed in all construction types. Exceptions:

1. The following construction types: Type IA, IB, IIA.

2. In all construction types where the roof-system is exposed and contains no ceiling structure or concealed spaces.

3. Sprinkler systems designed in accordance with NFPA 13D.

4. Sprinkler systems designed in accordance with NFPA 13R.

G. Chapter 9, Section 903.4.3 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

903.4.3 Alarms. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space, unless otherwise required by the California Fire Code.

H. Chapter 9, Section 907.6.6 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFX) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Exceptions: Monitoring by a supervised station is not required for:

1. Single and multi-station smoke alarms required by Section 907.2.11.

2. Smoke detectors in Group I-3 occupancies *shall be monitored in accordance with Section 907.2.6.3*.

3. Automatic sprinkler systems in one- and two-family dwellings.

I. Combination Alarm Systems. Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1.

J. Fire-Extinguishing Equipment. Automatic fire-extinguishing systems for the protection of grease removal devices, hoods, duct systems and cooking equipment shall be monitored in accordance with 907.6.6.

K. Fire Alarm Control Panel. Buildings requiring a fire alarm system shall be equipped with a single fire alarm control panel unless approved by the Fire Code Official.

16.16.120 (Reserved.)

16.16.130 Fire safety during construction and demolition.

A. Chapter 33, Section 3307.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **3307.1 Required access.** Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided with an AC pavement or equivalent surface capable of supporting vehicle loading so as to provide all weather driving capabilities. Said fire access road shall be constructed prior to the presence of on-site combustible products and shall be maintained throughout the construction process.

B. Premises Identification. Buildings under construction shall have approved address numbers, building numbers or approved building identification placed at the entry point of each fire access road.

16.16.140 Regulations for fireworks.

A. Chapter 56, Section 5608.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **5608.1 General**. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6-Fireworks, and this chapter.

B. Prohibited Fireworks. Except as otherwise provided in this section, no person shall possess, manufacture, sell, use, display, manipulate, discharge, or explode any dangerous fireworks, or assist any other person therewith, including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black

cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city. For purposes of this paragraph, “possession” of dangerous fireworks may be actual possession, constructive possession, or joint possession.

C. Public Displays. Public displays of fireworks may be given under permit issued by the fire code official consistent with state law where such displays will take place under the direction and supervision of a state of California licensed pyrotechnic operator.

D. Public Notice. Applicants for a fireworks public display permit shall provide notice to the surrounding community prior to the public display in accordance with standards approved by the fire code official.

E. Safe and Sane Fireworks. It shall not be unlawful to possess, use, display or discharge, within the city, those fireworks that are defined and classified as "safe and sane fireworks” by Health and Safety Code section 12529, as may be amended from time to time, during the period from noon on the 28th of June through 11:59 pm on the 4th of July of the same calendar year. Any fireworks that are not defined and classified as “safe and sane fireworks” by Health and Safety Code Section 12529, as may be amended from time to time, are “dangerous fireworks” for purposes of this section.

F. No host shall knowingly allow any person to violate a provision of this section on: (i) the host's property; (ii) any sidewalk, street, or other public right of way immediately adjacent to the host’s property; or (iii) any other public or private property to which the host has demonstrated apparent ownership or control of the property, or the right to use such property. For purposes of this section, “host” means: (i) any person having ownership, control, the right to use, and/or possess a property; and/or (ii) is responsible for hosting, organizing, supervising, officiating, conducting, allowing, and/or accepts responsibility for a gathering. Additionally, for purposes of this section, “knowingly” shall mean that a person knew or reasonably should have known, looking at the totality of the circumstances. The provisions of this section shall not apply to:

1. The possession, manufacture, storage, display, sale, use, or discharge of fireworks as permitted under federal law, state law, and/or this section;

2. A host who seeks immediate assistance from any law enforcement agency to remove any person who refuses to abide by the host’s performance of the duties imposed by this section, or to terminate the gathering because the host has been unable to prevent violation of this section, despite having taken reasonable steps to do so;

3. A host who seeks immediate medical assistance to provide care for a person in danger, due to a violation of this section.

G. Sale of Safe and Sane Fireworks. The sale of “safe and sane fireworks”, authorized and labeled in accordance with Health and Safety Code section 12529, as may be amended from time to time, within the city, shall be permitted only between noon and 10:00 p.m. on the 28th of June of each year and 9:00 a.m. through 10:00 p.m. on June 29th through the 4th of July of the same calendar year.

Exception: No person shall sell or offer to sell or expose for sale any safe and sane fireworks to any person under the age of 18 years.

H. Permits. It is unlawful for any person, firm, or corporation to sell safe and sane fireworks within the City without having first applied for and received a city permit therefore, in addition to the required state license.

I. Permit Requirements. The following are requirements for an application for a permit to sell safe and sane fireworks in the city:

1. No permit to sell safe and sane fireworks shall be issued to any person or business entity except nonprofit organizations.

a. "Nonprofit organization" means: (i) any nonprofit association, charity or corporation organized pursuant to the Internal Revenue Code or California Revenue and Taxation Code; or (ii) a group which is an integral part of a recognized national organization having such tax-exempt status; or (iii) an organization officially affiliated with and officially recognized by: (A) an elementary school, middle school, and/or high school and/or school district that serves, in whole or in part, the residents of the city, or (B) a public and/or private community college, college and/or university which is located within the boundaries of the city.

2. Any nonprofit organization that is qualified to sell safe and sane fireworks must meet all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell fireworks required by this chapter and which continues to meet the criteria for the duration of any permit to sell fireworks issued by the city.

a. The organization must have its principal and permanent meeting place within the city.

b. The organization must have a demonstrated benefit or provide a service to the citizens of Roseville.

c. The organization must have a minimum bona fide membership of at least 20 members who either reside in the city or are owners or operators of a business or other establishment located in the city or attest that the otherwise qualified organization will have a minimum of 20 volunteers to staff a fireworks booth. The organization shall provide documentation demonstrating the minimum bona fide membership to the satisfaction of the fire chief.

d. The organization must not have been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law within 24 calendar months prior to the organization's submittal of an application for a permit to sell fireworks.

e. All applications for permits shall be accompanied by a California State Board of Equalization temporary sales tax permit.

f. All applications for permits shall be in writing to the fire department on forms supplied by the city.

g. Applications must be filed 30 days prior to the actual sale or display.

h. Applications shall set forth the proposed location of the fireworks stand.

i. Applications shall be accompanied by a certificate of insurance in a form approved by the city attorney showing public liability insurance coverage in a minimum amount of 1,000,000.00.

j. All applications for permits shall be accompanied by a retail sales permit issued by the California State Fire Marshal.

k. Applicants shall furnish such other data or information as may be required relating to the issuance of such fireworks permits.

l. Applications shall identify the name, organizational form, address of the principal meeting place, number of members, the purpose of the organization or corporation and the date it came into existence within the city. Only those organizations that are located within the city limits will be allowed to sell fireworks. Each organization, and its affiliated groups, will be limited to no more than one application.

m. Every application shall designate one or more individuals as the fireworks stand safety officer. That individual shall be required to attend a fireworks stand operators safety seminar and orientation session conducted or approved by the city's fire department prior to issuance of the permit. The fireworks stand safety officer(s) must attend the seminar each year regardless of whether or not they have previously attended such a seminar in the past.

n. Each application shall be accompanied by the applicable permit fee. Such fee shall be nonrefundable. The fee shall be used to defray the expense of administering the provisions of this section and to provide safety and informational material and programming relative to fireworks.

J. Permit Revocation. The fire chief may suspend or revoke any permit upon proof that the permitted organization or corporation, or any of its members, has violated any of the provisions of this section relating to fireworks. If the fire chief determines that the suspension occurred too late in the limited sales period to have the necessary deterrent effect, he or she may disqualify the permitted person or organization from obtaining a permit for a period of up to two additional years. Such additional disqualifications may be appealed to the city manager in writing within 15 calendar days of the action.

K. Number of Permits Issued. Except as otherwise provided, not more than 15 permits for fireworks shall be issued during any one calendar year. In the event more than 15 applications for permits are received, priorities for issuing of permits shall be determined by the fire chief as follows:

1. First priority shall be to those applicants who received a permit in the prior calendar year and actually operated a fireworks stand. Provided, however, that such priority shall

expire after five consecutive years, and that nothing herein shall be construed so as to permit more than one firework stand per organization.

2. Second priority shall be to those otherwise qualified organizations.

3. In the event that the number of applicants within a given class of priority exceeds the number of permits remaining to be granted, then the selection of permittees shall be by lot. Such lottery shall be conducted in public by the fire chief who shall notify all applicants at least five days in advance of the date and time of the lottery.

L. Temporary Fireworks Stands. Retail sales of safe and sane fireworks are permitted only from within a temporary fireworks stand and subject to the following provisions:

1. No person other than the permitted organization shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals who are members of the permitted organization shall sell or otherwise participate in the sale of safe and sane fireworks.

3. Each fireworks stand shall have a responsible adult in attendance and in charge of the stand at all times while it is being used for the display or storage of safe and sane fireworks.

4. Each fireworks stand shall have a fireworks stand safety officer in attendance and in charge at all times while it is being used for the sale or the offering for sale of safe and sane fireworks.

5. All safe and sane fireworks shall be retained or stored at the approved location of the fireworks stand, and in no event shall fireworks, other than those which have been sold, be removed from the approved fireworks stand location to any other place within the city.

6. There shall be no drinking or possession of alcoholic beverages in or about the fireworks stand or storage site at any time.

7. Fireworks stands may only be located on property zoned C-C, G-C, M-1, or M-2.

8. No fireworks stand shall be located within 25 feet of any other building or within 50 feet of any gasoline station, fuel pump, storage tank, generator or bulk plant.

9. Fireworks stands shall be located at least 100 feet apart from any other fireworks stand.

10. Fireworks stands shall comply with the provisions of the Building Code as determined by and at the discretion of the building official. All stands shall be erected under the supervision of the building official. The building official shall require that stands be constructed in a manner which will reasonably ensure safety of attendants and patrons.

11. Temporary electrical wiring within the fireworks stand shall be prohibited.

12. Electrically powered equipment shall be located at least 10 feet from the fireworks stand.

13. Each stand shall have at least two approved exits located at opposite ends of the stand.

14. Any relocation of a fireworks stand shall be subject to prior approval of the fire chief.

15. Each fireworks stand shall be provided with two two-and-one-half-gallon "water- type" fire extinguishers approved by the fire chief, in good working order and easily accessible for use in case of fire. Such fire extinguishers shall be kept at or immediately near the fireworks stand.

16. All weeds and combustible materials shall be cleared from the location of the fireworks stand, to a distance of at least 30 feet.

17. When the fireworks stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:

a. Within a reinforced, heavy metal, fully-enclosed container, walk-in type drop box, or its equivalent, as approved by the fire code official; or

b. Returned daily to the licensed fireworks wholesaler for storage at an approved location.

M. Igniting Fireworks Near Stand. It is unlawful to discharge or ignite fireworks of any type within 25 feet of a fireworks stand.

N. Removal of Fireworks Stand. Fireworks stands shall be removed from the temporary locations by noon on the 6th day of July, and all accompanying litter shall be cleared from the locations by that time.

O. Penalties.

1. It is unlawful and a public nuisance to violate any of the provisions of this section. Violation of this section shall be charged as a misdemeanor.

2. For purposes of this section, each individual dangerous firework possessed, manufactured, sold, used, manipulated, displayed, discharged, or exploded may constitute a separate violation by the responsible person, including a host.

3. The city shall be entitled to recover response costs required to address any provision of this section, including from a host. "Response costs" shall mean those reasonable and necessary costs directly incurred by city personnel for a response to an illegal discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, and/or other emergency services at the scene of the violation.

P. Civil Injunction. The violation of any provision of this section shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of city, create a cause of action for injunctive relief.

Q. Administrative Remedies. In addition to the civil remedies and criminal penalties set forth herein, any person that violates the provisions of this section may be subject to administrative remedies, as set forth by city ordinance, including the recovery of any response cost. Each individual dangerous firework and/or illegal discharge or storage may be charged as a separate violation.

R. Cumulative Remedies, Procedures and Penalties. Unless otherwise expressly provided, the remedies, procedures and penalties provided by this section are cumulative to each other and to any others available under state law or other city ordinances.

S. Effect on Criminal Prosecution. Nothing in the adoption or administration of this section shall be construed as affecting the ability to initiate or continue concurrent or subsequent criminal prosecution for any violation of the provisions of this code or any state law arising out of the same circumstances necessitating the application of this section.

T. Severability. The provisions of this section are hereby declared to be severable. If any section, sentence, clause, phrase, word, portion or provision of the ordinance codified in this section is held invalid, or unconstitutional, or unenforceable, by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of said ordinance which can be given effect without the invalid portion. In adopting said ordinance, the city council affirmatively declares that it would have approved and adopted said ordinance even without any portion which may be held invalid or unenforceable.

16.16.150 (Reserved.)

16.16.160 Fire flow requirements for buildings.

A. Appendix B, Section B105.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **BlOS.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses**. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R- 3 and R-4 buildings and townhouses shall be as specified in Tables Bl05.l(l) and Bl05.1(2). The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

B. Appendix B, Section B105.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **Bl0S.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses**. The minimum fire-flow and flow duration for buildings other than one- and two- family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.2 and B105.1(2). The resulting fire-flow shall be at

least 50% of the value in Table Bl05.1(2) and not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

16.16.170 Validity.

The city council hereby declares that should any section, paragraph, sentence, or word of this chapter or of this code hereby adopted be declared for any reason to be invalid, it is the intent of the council that it would have passed all other portions of this chapter independent of the elimination therefrom of any such portion as may be declared invalid.

SECTION 3. This ordinance shall be effective September 17, 2025 as an urgency ordinance.

SECTION 4. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediate necessary for the public peace, health and safety and shall take effect September 17, 2025. A statement of urgency is as follows:

It is necessary to amend Title 16 of the Roseville Municipal Code to adopt the 2025 California Building Standards Code and 2024 California Fire Code, and certain local amendments thereto, which are necessary for the protection of the public health, safety, and welfare, and for the orderly and necessary continuance of operations of the City.

SECTION 5. 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

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE RE-ADOPTING AND AMENDING CHAPTERS 16.04 AND 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION AND THE FIRE CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby re-adopted in part, and amended in part, to read as follows:

16.04.100 California Building Standards Code—Adopted.

A. The ~~2022~~2025 California Building Standards Code is hereby adopted by the City of Roseville and incorporated by reference into the City of Roseville Municipal Code, as amended by this chapter. The ~~2022~~2025 California Building Standards Code includes, but is not limited to, the following:

1. ~~2022~~2025 California Building Code-Volumes 1 and 2 of the California Code of Regulations Title 24 Part 2.

2. ~~2022~~2025 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

3. Appendix ~~AH~~BF, Patio Covers of the ~~2022~~2025 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

4. ~~2022~~2025 California Electrical Code of the California Code of Regulations Title 24 Part 3.

5. ~~2022~~2025 California Mechanical Code of the California Code of Regulations Title 24 Part 4.

6. ~~2022~~2025 California Plumbing Code of the California Code of Regulations Title 24 Part 5, including appendix A and M of the ~~2022~~2025 California Plumbing Code.

7. ~~2022~~2025 California Energy Code of the California Code of Regulations Title 24 Part 6.

8. ~~2022~~2025 California Historical Building Code of the California Code of Regulations Title 24 Part 8.

9. ~~2022~~2025 California Existing Building Code of the California Code of Regulations Title 24 Part 10.

10. ~~2022~~2025 California Green Building Standards Code of the California Code of Regulations Title 24 Part 11.

11. 2025 California Wildland-Urban Interface Code of the California Code of Regulations Title 24 Part 7.

B. There is at least one copy of said code on file in the office of the building official for use and examination by the public.

16.04.105 Housing Law regulations—Adopted.

The city hereby adopts and enforces the California State Housing Law, California Code of Regulations, Title 25, Division 1, Subchapter 1, current provisions. There is one copy of said regulations on file in the office of the building official for use and examination by the public.

16.04.110 Board of appeals.

Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be referred to the board of appeals.

16.04.120 Fees.

Requests for permits under this chapter shall be subject to payment of fees by the permit applicant as established by resolution adopted by the city council, as amended from time to time.

16.04.310 Findings and modifications.

A. The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

1. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. Pools are common as a result of the high summer temperatures. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which,

during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

2. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations. These conditions also result in natural aquifers that the city uses for water, resulting in differing water sources.

3. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

B. The building official is authorized to render interpretations of this code and make and enforce rules and supplemental regulations in order to carry out its application. The building official maybe guided by future supplements to the California Building Code. Such interpretations, rules and regulations and supplements shall conform with the intent and purpose of the California Building Code and shall be available to the public during normal business hours.

C. When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the City of Roseville.

16.04.410 Maximum number of disconnects.

Section 230-71 of the California Electric Code is hereby amended in its entirety to read as follows:

(a) General. The service disconnecting means for each service permitted by Section 230-2, or for each set of service-entrance conductors permitted by Section 230-40, Exception No. 1, shall consist of not more than one switch or one circuit breaker mounted in a single enclosure, in a group of separate enclosures, or in or on a switchboard. There shall be no more than one disconnect per service grouped in any one location.

Exception No. 1: For the purpose of this section, disconnecting means installed as part of listed equipment and used solely for the following shall not be considered a service disconnecting means:

(1) Power monitoring Equipment

(2) Surge-protective device(s)

(3) Control circuit of the ground-fault protection system

(4) Power-operable service disconnecting means

Exception No. 2: For an apartment complex with not more than four units total, each unit may have a separate disconnect.

(b) [reserved]

Informational Note: See Section 408.36 for service equipment in certain panel-boards, and see Section 430-95 for service equipment in motor control centers.

~~**16.04.830. Definitions.**~~

~~Section 202 of the Uniform Swimming Pool, Spa and Hot Tub Code is amended to include the following definitions:~~

~~"Equipment" means any mechanical device used in the operation and maintenance of a swimming pool.~~

~~"Equipment pad" means the structure upon which equipment is located or mounted.~~

~~"Structure" means that portion of the swimming pool which is used to retain water or used to support any plumbing or mechanical device or recreational device or other structure as defined in the California Building Code.~~

16.04.870 Swimming pool and spa enclosures.

Section 3109.2 of the California Building Code is amended to add the following language at the end of Section 3109.2

Notwithstanding the foregoing, with regard to Health and Safety Code section 115922 requiring at least two of seven drowning prevention safety features, at least one of the two drowning prevention safety features required must be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from any private single-family home. The intent of this section is to ensure that when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall have an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from ~~any~~neighboring private single-family home<u>s</u>.

SECTION 2. Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby re-adopted in part, and amended in part, to read as follows:

16.16.010 Short title.

This chapter may be referred to as the "Roseville Fire Code."

16.16.020 California Fire Code and International Fire Code—Adopted by reference.

The ~~2022~~2025 California Fire Code Title 24, Part 9 of the California Code of Regulations, together with Appendices B, BB, C, CC, D, as well as the ~~2021~~2024 International Fire Code, save and except such portions as are hereunder deleted, modified, or amended, are hereby adopted by reference.

16.16.030 Findings.

The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

A. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. High summer month temperatures are frequently accompanied by light to gusty

westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

B. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations.

C. Geological. The city is located within a seismic design category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

16.16.040 Permits and fees.

A. Chapter 1, Section ~~107~~108 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

~~107~~**108 Fees**. Each person who applies for, requests, or receives a permit, permit amendment, or service furnished by the fire department shall, at such time, pay the applicable fee or fees provided for by resolution of the city council.

B. Minimum Fee Remittance. Prior to providing service, except for emergency services, a minimum fee remittance is required based on the approved fee established for said service(s). The minimum amount for an estimated fee calculation is required at the time of request for service. Adjustments to the estimated fee may be made depending upon work required.

C. Modification of Fees. The fire chief shall have the authority to waive or modify any fee imposed due to services provided by the fire department as stated herein and established by resolution of the city council for good cause providing such waiver or modification request is submitted in writing, stating the reason such waiver or modification is necessary, prior to the payment of the fee.

16.16.050 Appeals.

Chapter 1, Section ~~111.1~~112.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

~~**111.1**~~**112.1 Appeals**. Any person aggrieved by any decision or action of the Chief or designated representative may appeal the decision or action subject to the provisions of Section 16.04.110 of the Municipal Code referring to the Board of Appeals. The Board of Appeals designated therein shall also serve as the Board of Appeals under the California Fire Code. The fire chief or his or her designee shall serve as ex-officio member of the Board of Appeals in all appeals under the California Fire Code.

16.16.060 Violations.

Chapter 1, Section ~~112.4~~113.4 of the California Fire Code is hereby amended to read as follows:

~~112.4~~113.4 **Violation penalties**. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or a misdemeanor at the discretion of the city attorney.

16.16.070 Open burning, recreational fires, and portable outdoor fireplaces.

Chapter 3, Section 307.1.1 of the California Fire Code is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited within the city.

Exception: When authorized by the fire chief in accordance with the California Fire Code.

16.16.080 General storage.

Mobile Storage Racks. Mobile storage racks shall have a minimum six-inch fixed separation every four feet of storage.

16.16.090 Fire apparatus access roads.

Chapter 5, Section 503.2.3 of the California Fire Code is hereby amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced with an AC pavement or equivalent surface so as to provide all-weather driving capabilities.

16.16.100 Premises identification.

A. Multiple Tenant Buildings. Multiple tenant buildings shall contain the following features:

1. Multiple tenant spaces serviced by vehicular access to the rear through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and existing buildings as to be plainly visible and legible from the rear access way when deemed necessary by the fire chief.

2. Multiple tenant spaces serviced by rear access through a corridor, exit passageway, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space, when deemed necessary by the fire chief.

3. Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed near the entrance door in all new and existing buildings.

4. Illuminated directory boards shall be provided at vehicular access entrances to multiple building complexes as deemed necessary by the fire chief.

B. Illumination. Addressing shall be illuminated at night in all new buildings. Address signs shall be internally or externally illuminated. When the luminance provided for the face of an address sign is from an external source, it shall have an intensity sufficient so as to be visible at night from the adjoining access roadway. Internally illuminated address signs shall be provided with equivalent luminance.

16.16.110 Fire protection systems.

A. Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.

2. The location of the fire control room shall be approved by the fire code official.

3. Fire control rooms shall have minimum dimensions of five feet by seven feet.

4. Fire control rooms shall be constructed with a one-hour fire rating.

5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.

6. Durable signage shall be provided on the exterior side of the access door.

7. Storage of materials in fire control rooms is prohibited.

B. New Buildings. An approved automatic sprinkler system shall be provided in every new building where the total fire area is 3,600 square feet or greater.

C. Passive Purge Sprinkler System. One- and two-family dwellings designed and installed with a sprinkler system in accordance with NFPA 13D shall utilize passage purge on a remote domestic plumbing fixture.

D. Building Additions. An approved automatic sprinkler system shall be provided in every existing building, except one- and two-family dwellings, when an addition to the floor area is made increasing the size of the building to 3,600 square feet or greater.

E. Design Criteria. Minimum sprinkler systems design requirements are as follows unless otherwise approved by the fire code official:

1. Office buildings shall be designed to Ordinary Hazard Group 1.

2. Mercantile and Storage Occupancies with a ceiling height of up to 20 feet shall be designed to Ordinary Hazard Group 2; with a minimum design area of 3,000 square feet.

3. Mercantile and Storage Occupancies with a ceiling height exceeding 20 feet shall be designed with a minimum sprinkler density of 0.495; with a minimum design area of 2,000 square feet.

F. Upright Sprinklers. Upright sprinklers shall be installed in all construction types. Exceptions:

1. The following construction types: Type IA, IB, IIA.

2. In all construction types where the roof-system is exposed and contains no ceiling structure or concealed spaces.

3. Sprinkler systems designed in accordance with NFPA 13D.

4. Sprinkler systems designed in accordance with NFPA 13R.

G. Chapter 9, Section ~~903.4.2~~903.4.3 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

~~**903.4.2**~~**903.4.3 Alarms**. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space, unless otherwise required by the California Fire Code.

H. Chapter 9, Section 907.6.6 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFX) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Exceptions: Monitoring by a supervised station is not required for:

1. Single and multi-station smoke alarms required by Section 907.2.11.

2. Smoke detectors in Group I-3 occupancies *shall be monitored in accordance with Section 907.2.6.3*.

3. Automatic sprinkler systems in one- and two-family dwellings.

I. Combination Alarm Systems. Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1.

J. Fire-Extinguishing Equipment. Automatic fire-extinguishing systems for the protection of grease removal devices, hoods, duct systems and cooking equipment shall be monitored in accordance with 907.6.6.

K. Fire Alarm Control Panel. Buildings requiring a fire alarm system shall be equipped with a single fire alarm control panel unless approved by the Fire Code Official.

16.16.120 (Reserved.)

16.16.130 Fire safety during construction and demolition.

A. Chapter 33, Section ~~3311.1~~3307.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

~~3311.1~~3307.1 **Required access.** Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided with an AC pavement or equivalent surface capable of supporting vehicle loading so as to provide all weather driving capabilities. Said fire access road shall be constructed prior to the presence of ~~on site~~on-site combustible products and shall be maintained throughout the construction process.

B. Premises Identification. Buildings under construction shall have approved address numbers, building numbers or approved building identification placed at the entry point of each fire access road.

16.16.140 Regulations for fireworks.

A. Chapter 56, Section 5608.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

5608.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6-Fireworks, and this chapter.

B. Prohibited Fireworks. Except as otherwise provided in this section, no person shall possess, manufacture, sell, use, display, manipulate, discharge, or explode any dangerous fireworks, or assist any other person therewith, including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of

fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city. For purposes of this paragraph, “possession” of dangerous fireworks may be actual possession, constructive possession, or joint possession.

C. Public Displays. Public displays of fireworks may be given under permit issued by the fire code official consistent with state law where such displays will take place under the direction and supervision of a state of California licensed pyrotechnic operator.

D. Public Notice. Applicants for a fireworks public display permit shall provide notice to the surrounding community prior to the public display in accordance with standards approved by the fire code official.

E. Safe and Sane Fireworks. It shall not be unlawful to possess, use, display or discharge, within the city, those fireworks that are defined and classified as "safe and sane fireworks” by Health and Safety Code section 12529, as may be amended from time to time, during the period from noon on the 28th of June through 11:59 pm on the 4th of July of the same calendar year. Any fireworks that are not defined and classified as “safe and sane fireworks” by Health and Safety Code Section 12529, as may be amended from time to time, are “dangerous fireworks” for purposes of this section.

F. No host shall knowingly allow any person to violate a provision of this section on: (i) the host's property; (ii) any sidewalk, street, or other public right of way immediately adjacent to the host’s property; or (iii) any other public or private property to which the host has demonstrated apparent ownership or control of the property, or the right to use such property. For purposes of this section, “host” means: (i) any person having ownership, control, the right to use, and/or possess a property; and/or (ii) is responsible for hosting, organizing, supervising,

officiating, conducting, allowing, and/or accepts responsibility for a gathering. Additionally, for purposes of this section, "knowingly" shall mean that a person knew or reasonably should have known, looking at the totality of the circumstances. The provisions of this section shall not apply to:

1. The possession, manufacture, storage, display, sale, use, or discharge of fireworks as permitted under federal law, state law, and/or this section;

2. A host who seeks immediate assistance from any law enforcement agency to remove any person who refuses to abide by the host's performance of the duties imposed by this section, or to terminate the gathering because the host has been unable to prevent violation of this section, despite having taken reasonable steps to do so;

3. A host who seeks immediate medical assistance to provide care for a person in danger, due to a violation of this section.

G. Sale of Safe and Sane Fireworks. The sale of "safe and sane fireworks", authorized and labeled in accordance with Health and Safety Code section 12529, as may be amended from time to time, within the city, shall be permitted only between noon and 10:00 p.m. on the 28th of June of each year and 9:00 a.m. through 10:00 p.m. on June 29th through the 4th of July of the same calendar year.

Exception: No person shall sell or offer to sell or expose for sale any safe and sane fireworks to any person under the age of 18 years.

H. Permits. It is unlawful for any person, firm, or corporation to sell safe and sane fireworks within the City without having first applied for and received a city permit therefore, in addition to the required state license.

I. Permit Requirements. The following are requirements for an application for a permit to sell safe and sane fireworks in the city:

1. No permit to sell safe and sane fireworks shall be issued to any person or business entity except nonprofit organizations.

a. "Nonprofit organization" means: (i) any nonprofit association, charity or corporation organized pursuant to the Internal Revenue Code or California Revenue and Taxation Code; or (ii) a group which is an integral part of a recognized national organization having such tax-exempt status; or (iii) an organization officially affiliated with and officially recognized by: (A) an elementary school, middle school, and/or high school and/or school district that serves, in whole or in part, the residents of the city, or (B) a public and/or private community college, college and/or university which is located within the boundaries of the city.

2. Any nonprofit organization that is qualified to sell safe and sane fireworks must meet all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell fireworks required by this chapter and which continues to meet the criteria for the duration of any permit to sell fireworks issued by the city.

a. The organization must have its principal and permanent meeting place within the city.

b. The organization must have a demonstrated benefit or provide a service to the citizens of Roseville.

c. The organization must have a minimum bona fide membership of at least 20 members who either reside in the city or are owners or operators of a business or other establishment located in the city or attest that the otherwise qualified organization will have a minimum of 20 volunteers to staff a fireworks booth. The organization shall provide documentation demonstrating the minimum bona fide membership to the satisfaction of the fire chief.

d. The organization must not have been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law within 24 calendar months prior to the organization's submittal of an application for a permit to sell fireworks.

e. All applications for permits shall be accompanied by a California State Board of Equalization temporary sales tax permit.

f. All applications for permits shall be in writing to the fire department on forms supplied by the city.

g. Applications must be filed 30 days prior to the actual sale or display.

h. Applications shall set forth the proposed location of the fireworks stand.

i. Applications shall be accompanied by a certificate of insurance in a form approved by the city attorney showing public liability insurance coverage in a minimum amount of 1,000,000.00.

j. All applications for permits shall be accompanied by a retail sales permit issued by the California State Fire Marshal.

k. Applicants shall furnish such other data or information as may be required relating to the issuance of such fireworks permits.

l. Applications shall identify the name, organizational form, address of the principal meeting place, number of members, the purpose of the organization or corporation and the date it came into existence within the city. Only those organizations that are located within the city limits will be allowed to sell fireworks. Each organization, and its affiliated groups, will be limited to no more than one ~~booth~~application.

m. Every application shall designate one or more individuals as the fireworks stand safety officer. That individual shall be required to attend a fireworks stand operators safety seminar and orientation session conducted or approved by the city's fire department prior to issuance of the permit. The fireworks stand safety officer(s) must attend the seminar each year regardless of whether or not they have previously attended such a seminar in the past.

n. Each application shall be accompanied by the applicable permit fee. Such fee shall be nonrefundable. The fee shall be used to defray the expense of administering the provisions of this section and to provide safety and informational material and programming relative to fireworks.

J. Permit Revocation. The fire chief may suspend or revoke any permit upon proof that the permitted organization or corporation, or any of its members, has violated any of the provisions of this section relating to fireworks. If the fire chief determines that the suspension occurred too late in the limited sales period to have the necessary deterrent effect, he or she may disqualify the permitted person or organization from obtaining a permit for a period of up to two additional years. Such additional disqualifications may be appealed to the city manager in writing within 15 calendar days of the action.

K. Number of Permits Issued. Except as otherwise provided, not more than 15 permits for fireworks shall be issued during any one calendar year. In the event more than 15 applications for permits are received, priorities for issuing of permits shall be determined by the fire chief as follows:

1. First priority shall be to those applicants who received a permit in the prior calendar year and actually operated a fireworks stand. Provided, however, that such priority shall expire after five consecutive years, and that nothing herein shall be construed so as to permit more than one firework~~s~~ stand per organization.

2. Second priority shall be to those otherwise qualified organizations.

3. In the event that the number of applicants within a given class of priority exceeds the number of permits remaining to be granted, then the selection of permittees shall be by lot. Such lottery shall be conducted in public by the fire chief who shall notify all applicants at least five days in advance of the date and time of the lottery.

L. Temporary Fireworks Stands. Retail sales of safe and sane fireworks are permitted only from within a temporary fireworks stand and subject to the following provisions:

1. No person other than the permitted organization shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals who are members of the permitted organization shall sell or otherwise participate in the sale of safe and sane fireworks.

3. Each fireworks stand shall have a responsible adult in attendance and in charge of the stand at all times while it is being used for the display or storage of safe and sane fireworks.

4. Each fireworks stand shall have a fireworks stand safety officer in attendance and in charge at all times while it is being used for the sale or the offering for sale of safe and sane fireworks.

5. All safe and sane fireworks shall be retained or stored at the approved location of the fireworks stand, and in no event shall fireworks, other than those which have been sold, be removed from the approved fireworks stand location to any other place within the city.

6. There shall be no drinking or possession of alcoholic beverages in or about the fireworks stand or storage site at any time.

7. Fireworks stands may only be located on property zoned C-C, G-C, M-1, or M-2.

8. No fireworks stand shall be located within 25 feet of any other building or within 50 feet of any gasoline station, fuel pump, storage tank, generator or bulk plant.

9. Fireworks stands shall be located at least 100 feet apart from any other fireworks stand.

10. Fireworks stands shall comply with the provisions of the Building Code as determined by and at the discretion of the building official. All stands shall be erected under the supervision of the building official. The building official shall require that stands be constructed in a manner which will reasonably ~~insure~~ensure safety of attendants and patrons.

11. Temporary electrical wiring within the fireworks stand shall be prohibited.

12. Electrically powered equipment shall be located at least 10 feet from the fireworks stand.

13. Each stand shall have at least two approved exits located at opposite ends of the stand.

14. Any relocation of a fireworks stand shall be subject to prior approval of the fire chief.

15. Each fireworks stand shall be provided with two two-and-one-half-gallon "water- type" fire extinguishers approved by the fire chief, in good working order and easily accessible for use in case of fire. Such fire extinguishers shall be kept at or immediately near the fireworks stand.

16. All weeds and combustible materials shall be cleared from the location of the fireworks stand, to a distance of at least 30 feet.

17. When the fireworks stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:

a. Within a reinforced, heavy metal, fully-enclosed container, walk-in type drop box, or its equivalent, as approved by the fire code official; or

b. Returned daily to the licensed fireworks wholesaler for storage at an approved location.

M. Igniting Fireworks Near Stand. It is unlawful to discharge or ignite fireworks of any type within 25 feet of a fireworks stand.

N. Removal of Fireworks Stand. Fireworks stands shall be removed from the temporary locations by noon on the 6th day of July, and all accompanying litter shall be cleared from the locations by that time.

O. Penalties.

1. It is unlawful and a public nuisance to violate any of the provisions of this section. Violation of this section shall be charged as a misdemeanor.

2. For purposes of this section, each individual dangerous firework possessed, manufactured, sold, used, manipulated, displayed, discharged, or exploded may constitute a separate violation by the responsible person, including a host.

3. The city shall be entitled to recover response costs required to address any provision of this section, including from a host. "Response costs" shall mean those reasonable and necessary costs directly incurred by city personnel for a response to an illegal discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, and/or other emergency services at the scene of the violation.

P. Civil Injunction. The violation of any provision of this section shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of city, create a cause of action for injunctive relief.

Q. Administrative Remedies. In addition to the civil remedies and criminal penalties set forth herein, any person that violates the provisions of this section may be subject to administrative remedies, as set forth by city ordinance, including the recovery of any response cost. Each individual dangerous firework and/or illegal discharge or storage may be charged as a separate violation.

R. Cumulative Remedies, Procedures and Penalties. Unless otherwise expressly provided, the remedies, procedures and penalties provided by this section are cumulative to each other and to any others available under state law or other city ordinances.

S. Effect on Criminal Prosecution. Nothing in the adoption or administration of this section shall be construed as affecting the ability to initiate or continue concurrent or subsequent criminal prosecution for any violation of the provisions of this code or any state law arising out of the same circumstances necessitating the application of this section.

T. Severability. The provisions of this section are hereby declared to be severable. If any section, sentence, clause, phrase, word, portion or provision of the ordinance codified in this section is held invalid, or unconstitutional, or unenforceable, by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of said ordinance which can be given effect without the invalid portion. In adopting said ordinance, the city council affirmatively declares that it

would have approved and adopted said ordinance even without any portion which may be held invalid or unenforceable.

16.16.150 (Reserved.)

16.16.160 Fire flow requirements for buildings.

A. Appendix B, Section B105.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **BlOS.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses**. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R- 3 and R-4 buildings and townhouses shall be as specified in Tables Bl05.l(l) and Bl05.1(2). The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

B. Appendix B, Section B105.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **Bl0S.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses**. The minimum fire-flow and flow duration for buildings other than one- and two- family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.2 and B105.1(2). The resulting fire-flow shall be at least 50% of the value in Table Bl05.1(2) and not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

16.16.170 Validity.

The city council hereby declares that should any section, paragraph, sentence, or word of this chapter or of this code hereby adopted be declared for any reason to be invalid, it is the intent of the council that it would have passed all other portions of this chapter independent of the elimination therefrom of any such portion as may be declared invalid.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. 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

City Council Communication

Meeting Date: 9/17/2025
Item #: VII.13
File #: 0102-03
Item ID: 2025-668

Title:	Minutes of Prior Meetings
Contact:	Melissa Lipp 916-774-5268 MLLipp@roseville.ca.us

SUMMARY

Staff recommends approval of the minutes of the September 3, 2025 City Council Meeting.

RECOMMENDATION

Approve the minutes of the September 3, 2025 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

6. Deliver exceptional City services

Respectfully Submitted,
Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

1. Minutes

REVIEWERS:

Melissa Lipp, City Clerk Department	Created/Initiated - 9/4/2025
Melissa Lipp, City Clerk Department	Final Approval - 9/4/2025

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

MINUTES

City Council /Housing Authority Meeting
September 3, 2025
6:00 PM
City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:02 PM.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

III. PLEDGE OF ALLEGIANCE

Captain Brandon Hernandez led the Pledge of Allegiance.

IV. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

V. PRESENTATIONS

1. Roseville Coalition of Neighborhood Associations - Annual Update

Summary: An informational update on the activities of the Roseville Coalition of Neighborhood Associations (RCONA) by RCONA Vice President Charles Aquino and RCONA Board Member Ed Kriz.

CONTACT: Erin Dunlay 916-774-5397 ecdunlay@roseville.ca.us

The presentation was made by Roseville Coalition of Neighborhood Association Vice President Charles Aquino.

Ed Kriz, Vice President of Fiddyment Farms Homeowners Association, continued the presentation.

Bonnie Shadle, recording secretary of the Roseville Coalition of Neighborhood Association, continued the presentation.

Melinda Surmani-Hawkes, Roseville Coalition of Neighborhood Association Board Member, continued the presentation.

Randy Schwarts, of the Stoneridge Neighborhood Association, continued the presentation.

Charles Aquino, Vice President of Roseville Coalition of Neighborhood Association, continued the presentation.

VI. PUBLIC COMMENTS

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

Jay Reed - Requested Roseville adopt a resolution in opposition to Proposition 50.

Leah Schoffstall - Requested a low barrier encampment site in Roseville.

Steven Alesci - Spoke on issues related to only having 20 minutes to vacate homeless encampments.

Jennifer Chapman - Spoke on emergency preparedness planning in neighborhoods.

VII. CONSENT CALENDAR

Motion by Councilmember Mendonsa; seconded by Councilmember Roccucci, to Approve the Consent Calendar as recommended. The motion Passed.
Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

2. Roseville Sports Complex Maintenance Yard - Approval of Plans and Specifications and Design Assist Construction Agreement Amendment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the plans for the Roseville Sports Complex Maintenance Yard and a design-assist construction agreement amendment with Robert A. Bothman, Inc. dba Robert A. Bothman Construction, Inc. in the amount of $1,783,750 for the Roseville Sports Complex West Side Maintenance Yard, that will provide a 3,300-square-foot shop, underground utilities hook-ups for the shop and portable office building, and tenant improvements to add a restroom in the shop. Staff also requests authority for staff to approve change order requests in an amount not to exceed 10% of the contracted amendment amount. Funding was approved in the General Fund in FY2024-25 from FY2023-24 General Fund year-end surplus funds.

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

The City Council will consider the recommendation to:

a. Approve the plans for the Roseville Sports Complex West Side Maintenance Yard project; and

b. Adopt Resolution No. 25-292 approving a Design-Assist Construction Agreement Amendment,

by and between the City of Roseville and Robert A. Bothman, Inc. DBA Robert A. Bothman Construction, Inc., authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Authorize the City Manager or his designee the authority to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed 10% of the contract amendment price.

3. Enterprise Project Management Software - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - STRATEGIC PLANNING)

Summary: Staff recommends approval of a contract purchase agreement with Metafuse Incorporated dba Project Insight in an estimated amount of $340,500 to provide a citywide enterprise project management solution for an initial five-year period. Additionally, staff recommends authorization for the Chief Information Officer to approve change orders up to an additional 10% to cover unexpected changes to the project scope or schedule and authorization for three optional renewal years without further Council approval, pending Council's approval of the yearly budget. Funding is included in the Enterprise Project Management Software Project in the General Fund, enterprise funds, and internal service funds.

CONTACT: Sajanbir Kaur 916-774-5421 skaur@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-291 approving a Contract Purchase Agreement, by and between the City of Roseville and Metafuse Incorporated DBA Project Insight and authorizing the City Manager to execute it on behalf of the City of Roseville.

4. HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update, 2nd Qtr 2025 (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends City Council, acting as the Roseville Housing Authority Board, receive a status report on the Housing Authority’s Housing Choice Voucher Program for the 2nd Quarter of 2025. 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

The City Council will consider the recommendation to:

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

5. Cirby Substation Switchgear Replacement Civil Construction Project – Notice of Completion (ELECTRIC DEPARTMENT - ENGINEERING)

Summary: Staff recommends approval of the Notice of Completion for the Cirby Substation Switchgear Replacement Civil Construction Project. The total amount of the contract with Interstate Construction, Inc. was $248,280 and was funded by the Electric Department's capital improvement project budget in the Electric Fund. Staff have made final inspection of this project

and have found the civil improvement work complete in accordance with the improvement plans and City specifications.

CONTACT: Austin Kurth 916-774-5661 akurth@roseville.ca.us

The City Council will consider the recommendation to:

a. Accept the Cirby Substation Switchgear Replacement Civil Construction Project as complete and;

b. Adopt Resolution No. 25-284 accepting the Public Work known as the Cirby Substation Switchgear replacement civil construction project, approving the "Notice of Completetion", and authorizing the Electric Utility Director to execute said Notice on behalf of the City of Roseville.

6. **Solid Waste Recycling Site Creekview Lot 26 - Grant Deed** (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends acceptance of a Grant Deed of Land offered on the Final Map of Creekview Large Lot Subdivision in order to facilitate the construction of the Creekview Solid Waste Recycling Site. The action requested has no fiscal impact to the City.

CONTACT: Rana Moore 916-774-5581 rcmoore@roseville.ca.us

The City Council will consider the recommendation to:

a. Authorize the City Clerk or her designee to record the Resolution of Acceptance and the Grant Deed at the Recorder’s Office of Placer County; and

b. Adopt Resolution No. 25-290 accepting a Grant Deed and authorizing the City Manager to execute the Deed and any other documents required to effectuate the Recordation and Enforcement of this Acceptance.

7. **Urban Water Management Plan and Water Management Plan 2025 Updates – Professional Services Agreement** (ENVIRONMENTAL UTILITIES DEPARTMENT - WATER)

Summary: Staff recommends approval and award of a professional services agreement to Water Works Engineers, LLC in the amount of $194,399 for 2025 updates to the Urban Water Management Plan (UWMP) and Water Management Plan (WMP). The UWMP is required by the California Urban Water Management Planning Act, as codified in Section 10610 et seq., of the California Water Code and the Department of Water Resources’ guidebook. The WMP is required by the Central Valley Improvement Act of 1992 and Section 210(b) of the Reclamation Reform Act of 1982, which requires certain entities that enter into a water service or repayment contract with the Bureau of Reclamation to prepare and submit to Reclamation a Water Management Plan. Funding for this project is from the Water Operations Fund.

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-283 approving a Professional Services Agreement, by and between the City of Roseville and Water Works Engineers, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

8. **Church Street and Pump Station 26 Collection System Improvements Project - Professional Services Agreement Amendment** (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of an amendment to Inferrera Construction Management's professional services agreement for the Church Street (Schedule A) and Pump Station 26 (Schedule B) Collection System Improvements Project (Project). The Project has adequate funds for the amendment in the amount of $100,000 with $50,000 funded by the Wastewater Rehabilitation Fund for Schedule A and $50,000 funded by the South Placer Wastewater Authority for Schedule B.

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

The City Council will consider the recommendation to:

a. Adopt Resolution 25-289 approving a First Amendment to Professional Services Agreement, by and between the City of Roseville and Inferrera Construction Mangement Group, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

9. **Service and Support of Accela Software - Professional Services Agreement Amendment** (DEVELOPMENT SERVICES DEPARTMENT - BUSINESS SERVICES DIVISION)

Summary: Staff recommends approval of an amendment to the professional services agreement with True Point Solutions LLC, with a not-to-exceed amount of $300,000 annually for the recommended agreement amendment and future optional renewals. The funding source is the Development Services Department's Technology Replacement Fund, funded by development through building permit fees for development-driven technology improvements. Funding for FY2025-26 is included in the Department's budget. Staff also recommends authorization for the City Manager to execute future amendments to extend the agreement for up to two (2) additional one-year renewal terms on behalf of the City.

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-285 approving a first amendment to Professional Services Agreement, by and between the City of Roseville and Truepoint Solutions LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

10. **Sierra Vista Phase 2 Backbone - Notice of Completion** (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista Phase 2 Backbone Project as complete. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement

plans and City specifications. This action has no fiscal impact on the City's General Fund. Construction costs were paid by the developer.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-287 of the Council of the City of Roseville accepting the Public Work known as Sierra Vista Phase 2 Backbone Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said Notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

11. Sierra Vista KT Phase 2, Vista Grande Blvd. & Sierra Village Dr. - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista KT Phase 2, Vista Grande Blvd. & Sierra Village Dr. as complete. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no fiscal impact on the City's General Fund. Construction costs were paid by the developer.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-286 of the Council of the City of Roseville accepting the Public Work known as Vista Grande Blvd & Sierra Village Dr Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said Notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

12. Sierra Vista Santucci Boulevard - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Sierra Vista Santucci Boulevard Project as complete. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no fiscal impact on the City's General Fund. Construction costs were paid by the developer.

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-288 of the Council of the City of Roseville accepting the Public Work known as Santucci Boulevard Project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said Notice on behalf of the City of Roseville,

therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

13. Second Reading - Formation of Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (FINANCE DEPARTMENT)

Summary: Staff recommends approval of a Second Reading Ordinance Levying Special Taxes Within the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities).

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

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 6987 of the City Council of the City of Roseville Levying Special Taxes within City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities).

14. Resolution - Farida Khan

Summary: Commend Farida Khan for her 24 years of outstanding service and dedication to the City of Roseville and the Development Services Department, congratulate her for her many accomplishments, and wish her a long, healthy, and fulfilling retirement.

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

15. Council Discretionary Funds - Budget Adjustment (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends approval of a budget adjustment in the amount of $5,821 to carry forward unappropriated FY2024-25 Discretionary Funds for use in FY2025-26.

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

The City Council will consider the recommendation to:

a. Adopt Ordinance 6984 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.

16. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the August 20, 2025 City Council Meeting.

CONTACT: Melissa Lipp 916-774-5268 MLLipp@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve the minutes of the August 20, 2025 City Council Meeting.

END OF CONSENT CALENDAR

VIII. PRESENTATIONS/REPORTS

17. Planning Commission Vacancy - Appointment (CITY CLERK DEPARTMENT)

Summary: Staff recommends Council appoint one (1) individual to the Planning Commission to a term expiring June 30, 2026, from applications received from Michael Bradford, Einar Maisch, Lewis McGeorge, Jason Probst, and Jim Ratliff.

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

The City Council will consider the recommendation to:

a. Appoint one (1) individual to the Planning Commission to a term expiring June 30, 2026 from applications received from Michael Bradford, Einar Maisch, Lewis McGeorge, Jason Probst, and Jim Ratliff.

City Clerk Technician Katrina Six made the presentation to the City Council.

No public comment received.

Motion by Councilmember Mendonsa; seconded by Councilmember Roccucci, to Appoint Einar Maisch to the Planning Commission to a term expiring June 30, 2026. The motion Passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi

18. Roseville Venture Lab - New Non-Capital Multi-Year Project Approval, Program Agreement, Professional Services Agreement, Sponsorship Agreements, and Budget Adjustment (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of a new Non-Capital Multi-Year Project for the Roseville Venture Lab (RVL), a Program Agreement with the Growth Factory to administer accelerator and incubator programs, a professional services agreement with the Roseville Area Chamber of Commerce to manage the day-to-day operations of the RVL facility, and authorization to execute Sponsorship Agreements with community partners in support of the RVL initiative. Staff also recommends approval of a budget adjustment in the amount of $394,500 for the new Roseville Venture Lab Project, to cover the expense of program implementation, space management and grant funding allocations associated with operation of RVL. Funding for the proposed initiative will come from the Strategic Improvement Fund ($300,000), the Electric Fund ($20,000), the Environmental Utilities operating funds ($25,000 already budgeted, but being moved to the new project), and other partnering sponsors ($74,500), and will not impact the General Fund.

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

The City Council will consider the recommendation to:

a. Approve a new Non-Capital Improvement Project; and

b. Adopt Resolution No. 25-293 approving an amended and restated Program Agreement, by

and between the City of Roseville and Growth Factory, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Resolution No. 25-294 approving a Professional Services Agreement, by and between the City of Roseville and The Roseville Area Chamber of Commerce, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

d. Adopt Resolution No. 25-295 approving the form of the Standard Partner Sponsorship Funding Agreement; and

e. Adopt Ordinance No. 6986 authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure.

Economic Development Director Melissa Anguiano made the presentation to the City Council.

Economic Development Project Manager Wayne Wiley continued the presentation to the City Council.

The following individuals spoke in support of the item:
Ananda Rochita Chief Execute Officer of Roseville Area Chamber of Commerce
Jasmine Ward Vice President of Marketing and Communications of Greater Sacramento Economic Council
Dr. Amy Schultz, Executive Dean of Sierra College Workforce and Strategic Initiatives
Dr. Tu Carroz, Assistant Superintendent of Education Services at Roseville Joint Union High School District
Vasu Vallurupalli, Board Member of Placer Robotics
J. Ross, City of Auburn Economic Development Commission
Jeff Taylor, Local Business Owner
Jenny Darlington-Person, Executive Director of Arts Council of Placer County
Mehrshad Mansouri, Growth Factory Program Director

Motion by Councilmember Houdesheldt; seconded by Councilmember Roccucci, to Approve a new Non-Capital Improvement Project; and Adopt Resolution No. 25-293 approving an amended and restated Program Agreement, by and between the City of Roseville and Growth Factory, and authorizing the City Manager to execute it on behalf of the City of Roseville; and Adopt Resolution No. 25-294 approving a Professional Services Agreement, by and between the City of Roseville and The Roseville Area Chamber of Commerce, and authorizing the City Manager to execute it on behalf of the City of Roseville; and Adopt Resolution No. 25-295 approving the form of the Standard Partner Sponsorship Funding Agreement; and Adopt Ordinance No. 6986 authorizing certain amendments to the Fiscal Year 2025-26 Budget and declaring this ordinance to be immediately effective as an appropriation measure. The motion Passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

IX. PUBLIC COMMENTS

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

No public comment received.

X. STAFF/COUNCIL REPORTS

Councilmember Houdesheldt reported on various community events.

Vice Mayor Alvord reported on various community events.

Councilmember Mendonsa thanked Roseville Electric Staff for restoring power to the residents quickly.

Councilmember Roccucci spoke on the passing of Audrey Huisking.

Mayor Bernasconi spoke on the passing of Harry Crabb.

XI. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 7:21 p.m in honor of Audrey Huisking and Harry Crabb.

City Council Communication

Meeting Date: 9/17/2025
Item #: VIII.14
File #: 0102-16
Item ID: 2025-507

Title:	Council Discretionary Funds - The Gathering Inn
Contact:	Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

SUMMARY

Staff recommends Council consider providing sponsorship to The Gathering Inn from Council Discretionary Funds for the annual Gathering for Hope 2025 event. This year's theme is Glitz & Glam Gala taking place at the Rocklin Event Center on Friday, November 14, 2025. The City has funded prior events in the amount of $3,000. The balance in the Council Discretionary Funds for FY2025-26 is $20,821.

RECOMMENDATION

Staff recommends Council consider providing sponsorship to The Gathering Inn from Council Discretionary Funds for the annual Gathering for Hope 2025 event.The City has funded prior events in the amount of $3,000.

BACKGROUND

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 of the Council's Discretionary Funds for FY2025-26 is $20,821.

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,
Amy Ruiz, Executive Assistant

Carmen Avalos, City Clerk

ATTACHMENTS:
1. Gathering Inn 7-9-2025

REVIEWERS:

Amy Ruiz, City Manager Department - City Manager	Created/Initiated - 7/17/2025
Heather Blanco, City Manager Department - City Manager	Approved - 8/4/2025
Dominick Casey, City Clerk Department	Approved - 8/4/2025
Gretchen Hakala, City Attorney Department	Approved - 8/4/2025
Katrina Six, City Clerk Department	Approved - 8/4/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/6/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/7/2025
Michelle Sheidenberger, City Attorney Department	Approved - 8/7/2025
Dominick Casey, City Manager Department - City Manager	Approved - 8/8/2025
Katrina Six, City Clerk Department	Final Approval - 8/8/2025

CITY OF ROSEVILLE CALIFORNIA

Memorandum
City Council

To: Honorable Mayor and Members of the City Council

From: Carmen Avalos, City Clerk
Amy Ruiz, Executive Assistant

Date: July 9, 2025

Subject: Request for Discretionary Funds

The Council's Discretionary Fund provides a means for the City Council to support non-profit and community organizations for events and programs with the purpose of improving the quality of life for the citizens of Roseville. Annually the City Council has the option of allocating up to $15,000 of the annual earnings (plus any carryover of unspent funds) from the Citizens' Benefit Fund in a process separate from that of the Roseville Grants Advisory Commission. The City Council has $15,000 available currently for the FY2025-26 budget.

The Gathering Inn, a 501 (c) (3) Non-Profit Organization is requesting sponsorship. The Gathering Inn organization is partnering with Placer Title Company for their annual Gathering for Hope 2025 event taking place at the Rocklin Event Center on November 14, 2025. They would greatly appreciate if the City of Roseville would consider sponsoring this event that benefits the homeless here in Placer County. The City's annual sponsorships help make these activities possible. Please see attached request letter with sponsorship levels for more details. For reference the City Council approved a $3,000 sponsorship in 2024 for this same event.

Any one member of the City Council may direct staff to place this request on an upcoming Council agenda for consideration and Council action. To do so, please notify the City Manager's Office at (916) 774-5362 or Amy Ruiz (916)746-1362.


The Gathering Inn
Presents
Gathering For Hope
Glitz & Glam
Gala
Friday, November 14, 2025

March 14, 2025

Dear Friend of The Gathering Inn,

Please join us at the Rocklin Event Center on **Friday, November 14, 2025**, for the seventh annual Gathering for Hope, Glitz and Glam Gala. We are delighted to have Placer Title Company as the presenting sponsor for this special evening. Founded by the compassionate Leo and Eileen French, Placer Title Company has been a cornerstone of support since 2004, steadfastly dedicated to uplifting our mission and assisting individuals on their journey from homelessness to hope.

This year, we are proud to present the "Leo and Eileen French Spirit of Hope" award to Jim Holmes, who served on the Placer County Board of Supervisors for two decades. His efforts have been crucial in advocating for and mobilizing resources for those experiencing homelessness, blending compassion with proactive leadership.

We invite you to enhance this special evening by participating as a sponsor. Your sponsorship and presence will significantly magnify the impact of the event, celebrating the collective efforts of our individual donors, community partners, and elected officials. Together, we stand committed to The Gathering Inn's mission—to meet people where they are, inspire hope, and walk alongside them on their journey to sustainable housing.

Your sponsorship supports crucial services including individualized case management, mental health support, and the provision of basic necessities, ensuring that our guests at The Gathering Inn are equipped to rebuild their lives. This evening promises to be one of celebration, vision, and profound gratitude, as we acknowledge the transformative impact of your involvement.

We look forward to sharing this unforgettable night of impact and hope with you. Join us as a sponsor, and together, we will continue to transform lives every day.

Keith E. Diederich, MS
President and CEO
The Gathering Inn

About Gathering For Hope

We warmly invite you to a joyful celebration on Friday, November 14, 2025, at the Rocklin Event Center. This special evening is dedicated to uplifting those on their journey to sustainable housing and serves as a testament to the strength and generosity of our community.





Celebrate with us as we honor the significant contributions of our donors, partners, and supporters. Together, we champion hope and pave the way for sustainable housing for those in need.

Your participation and support on this memorable night will amplify our impact, allowing us to provide comprehensive services including case management, rehabilitation, mental health support, and basic needs assistance. This gala is a promise of our community's commitment to dignity, hope, and the well-being of every individual we serve.

Sponsorship Levels

All Sponsorships Admissions Include:

- Access to our full host Happy Hour complete with tastings from local favorites
- Full Host Bar
- Premium Wine at the Table
- 3- course Plated Dinner

Presenting Sponsor

PLACER TITLE COMPANY

SOLD

Title Sponsor

- 8 Admissions (Full Table)
- Premiere Logo Positioning on all Event Collateral
- 1 Full Page Ad in Program
- Onscreen Acknowledgement at Gala
- Multiple Emcee Mentions
- Logo listed in Program
- Logo listed on Event Website

$10,000

Major Sponsor

- 8 Admissions (Full Table)
- 1/2 Page Ad in Program
- Onscreen Acknowledgement at Gala
- 1 Emcee Mention
- Logo listed in Program
- Logo listed on Event Website

$5,000

Hope Sponsor

- 4 Admissions (1/2 Table)
- Onscreen Acknowledgement at Gala
- Logo listed in Program
- Logo listed on Event Website

$2,500

Sponsorship Levels

Program Production Sponsor — $5,000

- 4 Admissions (1/2 Table)
- Logo displayed at Check-In Table
- Full Page Ad in Program
- Logo listed in Program
- Logo listed on Event Website

Cocktail Bar Sponsor — $4,000

- 4 Admissions (1/2 Table)
- 1/2 Page Ad in Program
- Logo Recognition on Cocktail Napkins
- Naming Rights to a Specialty Drink Served during Cocktail Hour
- Logo listed in Program
- Logo listed on Event Website

Champagne Sponsor — $3,500

- 2 Admissions
- Logo Displayed at Champagne Welcome Table
- 1/2 Page Ad in Program
- Logo listed in Program
- Logo listed on Event Website

Print Sponsor — $3,000

- 2 Admissions
- 1 Full Page Ad in Program
- Logo listed in Program
- Logo listed on Event Website

Coffee Station Sponsor — $2,000

- Logo Branded Napkins at Coffee Station
- Logo listed in Program
- Logo listed on Event Website

Golden Ticket Sponsor — $2,000

- Logo co-branded alongside TGI on custom Golden Tickets
- Logo listed in Program
- Logo listed on Event Website

We HOPE you will join us!





For Sponsorship Inquires:

Meredith Adams
Manager, Stewardship and Engagement

meredith@thegatheringinn.com

916-292-1617





Sponsorship Agreement

Gathering For Hope

Glitz & Glam Gala

Friday, November 14, 2025

Rocklin Event Center

Sponsor/Company Name

Street address/PO Box

City State Zip Code

Contact Name

Phone Number

Email

☐ Check Made payable to ***The Gathering Inn***

☐ Invoice

☐ Credit Card

Name on Card

Billing Address

Card Number

Exp Date CVV

Signature Date

**Payment Due 30 Days Prior to Event*

***Ads and Logos are due no later than 10/10/2025 to meet printing deadline*

****RSVPs are required no later than 10/31/2025. If the table is not fully occupied, the sponsor agrees to donate any remaining seats to Friends of The Gathering Inn*

Choose Sponsorship Level

☐ Presenting SOLD OUT	$20,000	☐ Program	$5,000	☐ Coffee Station	$2,500
☐ Title	$10,000	☐ Cocktail Bar	$4,000	☐ Golden Ticket	$2,000
☐ Major	$5,000	☐ Champagne	$3,500	☐ Full Page Ad	$500
☐ Hope	$2,500	☐ Print	$3,000	☐ 1/2 Page Ad	$250

Please send completed form to Meredith Adams,

meredith@thegatheringinn.com

City Council Communication

Meeting Date: 9/17/2025
Item #: VIII.15
File #: 0206-03-01
Item ID: 2025-609

Title:	Westpark Community Facilities District No. 1 Bond Refunding
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Staff recommends Council adopt the Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of the City of Roseville Westpark Community Facilities District (CFD) No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds Pursuant to Bond Purchase Agreement, and Approving Other Related Documents and Actions. Refunding the Westpark CFD No. 1 bonds is projected to generate net present value savings of approximately 6.4% (approximately $3.1 million). The savings will accelerate repayment of the infrastructure reimbursement obligation to the developer, which is expected to be retired within five years. Once repaid, the portion of the special tax tied to that obligation will be removed, lowering costs for property owners.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on Behalf of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds Pursuant to Bond Purchase Agreement, and Approving Other Related Documents and Actions.

BACKGROUND

Westpark Community Facilities District (CFD) No. 1 was formed on September 15, 2004, by adoption of Resolution 04-439, authorizing Special Tax Bonds in a principal amount not to exceed $80 million. The first series was issued in 2005 with a par amount of $57.905 million, followed by a 2006 series with a par amount of $22.095 million. Both series were refunded in 2015 with a par amount of $67.86 million. As of September 2, 2025, the outstanding principal is $48.93 million, with interest at 5.00% and final maturity on September 1, 2037. The bonds are being refunded to achieve net present value (NPV) savings of approximately 6.4% (approximately $3.1 million). These savings will accelerate repayment of the infrastructure reimbursement obligation to the developer within five years. Once repaid, the portion of the special tax tied to that obligation will be removed, lowering costs for property owners.

FISCAL IMPACT

The bond refunding will not increase the term of the outstanding bonds. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds.

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

adoption of a resolution authorizing the issuance of special tax refunding bonds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.57%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): $1,189,582; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges and reserves): $43,679,540; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: $60,148,836.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Escrow Agmt Westpark 2025
2. Resolution 25-299
3. Westpark 2025 POS
4. Fiscal Agent Agmt Westpark 2025
5. BPA - City of Roseville Westpark CFD No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2025

REVIEWERS:

Jeannine Thrash, Finance Department	Created/Initiated - 8/21/2025
Scott Pettingell, Finance Department - Budget	Approved - 8/29/2025
Gretchen Hakala, City Attorney Department	Approved - 9/2/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

ESCROW AGREEMENT

Relating to:

$67,860,000
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2015

This ESCROW AGREEMENT (this "Agreement"), made and entered into as of _____ 1, 2025, by and between the CITY OF ROSEVILLE, a municipal corporation and charter city duly organized and existing under the laws of the State of California (the "City"), for and on behalf of its Westpark Community Facilities District No. 1 (Public Facilities) (the "CFD") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as successor fiscal agent for the Prior Bonds and as fiscal agent for the 2025 Bonds (as hereafter defined) and hereinafter referred to and acting as escrow agent hereunder (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to form the CFD, to authorize the levy of special taxes upon the land within the CFD, and to issue bonds secured by said special taxes to finance certain facilities;

WHEREAS, the City Council of the City, as legislative body of the CFD, authorized the issuance of $67,860,000 original principal amount of City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2015 (the "Prior Bonds") to refinance prior special tax bonds issued for the CFD, pursuant to a Fiscal Agent Agreement dated as of August 1, 2015 (the "Prior Fiscal Agent Agreement"), and pursuant to which U.S. Bank Trust Company, National Association, has succeeded (and is currently serving) as fiscal agent (the "Prior Bonds Fiscal Agent");

WHEREAS, the Prior Bonds are subject to redemption on September 1, 2025, in whole or in part, at a redemption price equal to the 100% of the Prior Bonds redeemed plus accrued interest to the date fixed for redemption;

WHEREAS, pursuant to proceedings under the Act, and a Fiscal Agent Agreement dated as of _____ 1, 2025 by and between the City and U.S. Bank Trust Company, National Association, as Fiscal Agent (the "2025 Fiscal Agent Agreement") the City has determined to issue, for and on behalf of the CFD the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025, in the aggregate principal amount of $_____ (the "2025 Bonds") for the purpose of providing funds to defease and refund, in full, the Prior Bonds;

WHEREAS, the City and the Escrow Agent wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of moneys and Federal Securities to provide for the payment and redemption of the Prior Bonds in full, pursuant to and in accordance with the provisions of the Prior Fiscal Agent Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Appointment of Escrow Agent. The City hereby appoints the Escrow Agent as escrow holder for all purposes of this Agreement, and in accordance with the terms and provisions of this Agreement, and the Escrow Agent hereby accepts such appointment.

SECTION 2. Definition of Federal Securities. As used herein and in the Prior Fiscal Agent Agreement, the term "Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent shall rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (A) direct obligations of the Export Import Bank, (B) certificates of beneficial ownership issued by the Farmers Home Administration, (C) participation certificates issued by the General Services Administration, (D) mortgage backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (E) project notes issued by the United States Department of Housing and Urban Development, and (F) public housing notes and bonds guaranteed by the United States of America.

SECTION 3. Establishment and Use of Escrow Fund. The Escrow Agent hereby agrees to establish and maintain an irrevocable special trust fund for the Prior Bonds designated the "Escrow Fund", which shall be held by the Escrow Agent in trust as security for the payment of the interest on and principal of the outstanding Prior Bonds as provided in this section. The Escrow Fund will be held solely in the form of cash and Federal Securities. If at any time the Escrow Agent shall receive actual knowledge that the money and Federal Securities in the Escrow Fund will not be sufficient to make any payment required to redeem the Prior Bonds as provided herein, the Escrow Agent shall immediately notify the City of such fact and the City shall promptly deposit the amount of such insufficiency with the Escrow Agent from any source of legally available funds.

SECTION 4. Deposit and Application of Funds. Concurrently with delivery of the 2025 Bonds, the City shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the total amount of $5,826,168.53 from the following sources, all in immediately available funds to be held in cash by the Escrow Agent hereunder:

(i) $_____ from the bond proceeds of the 2025 Bonds;

(ii) $_____ from the Reserve Fund for the Prior Bonds;

(iii) $_____ held by the City with respect to the Prior Bonds; and

(iv) $_____ of available funds held by the Prior Bonds Fiscal Agent.

SECTION 5. Instructions as to Application of Deposit and Required Notices. The total amount of cash and Federal Securities deposited in the Escrow Fund pursuant to Section 4 hereof, plus interest earned thereon, shall be deemed to be and shall constitute the deposit permitted to be made by the City for defeasance of the Prior Bonds pursuant to the Prior Fiscal Agent Agreement. Substitution of the Federal Securities deposited in the Escrow Fund is not permitted.

The City hereby irrevocably elects to pay and optionally redeem the Prior Bonds maturing on and after September 1, 2026 on _____, 2025 (the "Redemption Date"), and, from the Escrow Fund, all in accordance with the provisions of the Prior Fiscal Agent Agreement.

The Escrow Agent is hereby directed to give notice of optional redemption in accordance with the applicable provisions of the Prior Fiscal Agent Agreement, substantially in the form attached hereto as Exhibit B, at the expense of the City, within 30 to 60 days of the Redemption Date.

In addition, the Escrow Agent is hereby directed to give a Notice of Defeasance and Redemption of the Prior Bonds within 10 days of the issuance date of the 2025 Bonds, substantially in the form attached hereto as Exhibit C, to the Municipal Securities Rulemaking Board (MSRB)'s Electronic Municipal Market Access (EMMA) system accessible at the emma.msrb.org website.

The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules dated _____, 2025 that the Federal Securities deposited to the Escrow Fund mature and bear interest payable in such amounts and at such times as together with cash on deposit in the Escrow Fund including interest thereon will be in the total amount of $_____ (representing the amount of $_____ initially deposited into the Escrow Fund, plus interest earnings thereon), which is sufficient to pay and redeem the Prior Bonds on the date and in the amounts set forth on Exhibit A hereto. Any amounts remaining in the Escrow Fund following the full prepayment of all of the Prior Bonds shall be transferred by the Escrow Agent to the 2025 Fiscal Agent, for deposit to the Bond Fund established under the 2025 Fiscal Agent Agreement to be used to pay debt service on the 2025 Bonds.

SECTION 6. Compensation to Escrow Agent. The City shall pay the Escrow Agent full compensation for its duties under this Agreement in accordance with the agreement made in writing from time to time between the City and the Escrow Agent, including, but not limited to, out-of-pocket costs such as publication costs, legal fees or expenses, advances, disbursements and other costs, fees and expenses relating hereto and, in addition, fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof pursuant to a separate agreement between the City and the Escrow Agent. Under no circumstances shall amounts deposited in any Escrow Fund be deemed to be available for the payment of such costs, fees and expenses prior to the payment in full of all of the interest on and principal of and redemption premiums on the Prior Bonds to be redeemed in accordance herewith.

SECTION 7. Liabilities and Obligations of Escrow Agent. The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under the Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Agent. The Escrow Agent may rely and shall be protected in requesting and acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Agent under the Escrow Agreement.

The Escrow Agent undertakes only such duties as are expressly and specifically set forth in the Escrow Agreement and no implied duties or obligations shall be inferred from the Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be responsible for any of the recitals or representations made herein other than that the Escrow Agent is qualified to accept and administer the trusts created hereunder. The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the money deposited with it to pay the interest on or principal of or redemption premiums on the Prior Bonds to be redeemed.

The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect, punitive or consequential losses or damages. The Escrow Agent shall have no duty or responsibility under the Escrow Agreement in the case of any default in the performance of the covenants or agreements contained in the Prior Fiscal Agent Agreement and shall not be required to resolve conflicting demands to money or property in its possession under the Escrow Agreement. The Escrow Agent may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take, omit or suffer any action in accordance with such opinion of counsel.

No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers. The Escrow Agent shall incur no liability for losses, fees, taxes or other charges arising from any investment, reinvestment or liquidation made pursuant to this Agreement.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any acts, omissions, misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting

on unauthorized instructions, and the risk of interception and misuse by third parties, (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the such party; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

SECTION 8. Indemnification of Escrow Agent. The City covenants to indemnify, but only from special taxes of the CFD, and hold harmless the Escrow Agent against any loss, liability, damage, claim, tax or expense, including legal fees or expenses arising out of or in connection with the performance of its duties hereunder, except the Escrow Agent shall not be indemnified against any loss, liability, damage, claim, tax or expense resulting from its negligence or willful misconduct. Such indemnification shall survive the termination and discharge of the Escrow Agreement and the resignation or removal of the Escrow Agent.

SECTION 9. Proof of Matters. Whenever in the administration of the Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of any authorized representative of the City, and such certificate shall, in the absence of gross negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of the Escrow Agreement upon the faith thereof. The Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified, in acting or refraining from acting, upon any written notice, instruction, request, certificate, document, direction, instrument, consent or opinion furnished to the Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

SECTION 10. Resignation or Removal of Escrow Agent. The Escrow Agent may at any time resign by giving written notice to the City of such resignation, whereupon the City shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective upon the acceptance of the obligations of this Agreement by a successor Escrow Agent. If the City does not appoint a successor within sixty (60) days of receiving such written notice, the resigning Escrow Agent (at the expense of the City) may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent. The City may at any time in its sole discretion remove the Escrow Agent initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing delivered to the Escrow Agent. No removal or appointment hereunder shall be effective until the successor has accepted the duties of Escrow Agent.

Any successor shall be a bank or trust company doing business and having a corporate trust office in California, having a combined capital (exclusive of borrowed capital), surplus and undivided profits of at least fifty million dollars ($50,000,000), and subject to supervision or examination by a federal or state banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital, surplus and undivided profits of such bank or trust company shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published.

SECTION 11. Escrow Agent May Act for Itself. The Escrow Agent (and its affiliates) may act as principal, agent, sponsor, depository or advisor with respect to the holding and making of any investments provided for herein. The Escrow Agent shall possess the rights, benefits, privileges, immunities, protections and benefits hereunder that it possesses as Fiscal Agent under the 2025 Fiscal Agent Agreement and as Prior Bonds Fiscal Agent under the Prior Fiscal Agent Agreement.

SECTION 12. Merger, Consolidation or Sale of Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent and vested with all of the title to the Escrow Fund and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. No change of Escrow Agent as herein contemplated shall result in any charge or cost to the City.

SECTION 13. Amendment. This Agreement may be amended by the parties hereto, but only if (a) such amendment shall be for the purpose of curing or correcting any ambiguous or defective provision hereof and (b) there shall have been filed with the City and the Escrow Agent a written opinion of Bond Counsel stating that such amendment will not materially adversely affect the interests of the owners of the Prior Bonds or the 2025 Bonds, and that such amendment will not cause interest on the Prior Bonds or the 2025 Bonds to become includable in gross income for Federal income tax purposes. Any other amendment to this Agreement shall require the consent of all the holders of the Prior Bonds.

SECTION 14. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City and the Escrow Agent hereby declare that they would have entered into this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized them irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

SECTION 15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

SECTION 16. California Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and the Escrow Agent have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF ROSEVILLE, a municipal corporation, for and on behalf of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief
Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Escrow Agent*

By: _____
Vice President

[Signature Page to Escrow Agreement dated as of _____ 1, 2025]

EXHIBIT A

SCHEDULE OF PRIOR BONDS REDEEMED
Call Date: September 1, 2025

Maturity Date (Sept. 1)	Principal Amount	Interest Rate Per Annum	CUSIP**
2026	$3,080,000	5.000%	777870 VR4
2027	3,230,000	5.000	777870 VS2
2028	3,395,000	5.000	777870 VT0
2029	3,565,000	5.000	777870 VU7
2030	740,000	4.000	777870 VW3
2030	3,000,000	5.000	777870 VV5
2031	3,925,000	5.000	777870 VX1
2032	4,120,000	5.000	777870 VY9
2033	4,325,000	5.000	777870 VZ6
2037	15,000,000	5.000	777870 WA0
2037	4,550,000	4.250	777870 WB8

* September 1, 2025 maturity is paid as-due.

** CUSIP information is provided for convenience. The City does not assume any responsibility for the accuracy of CUSIP data.

SCHEDULE OF FEDERAL SECURITIES AND CASH DEPOSITED TO ESCROW FUND

Type of Security	*Type of SLGS*	*Maturity Date*	*Par Amount*	*Rate*
SLGS				
Cash				
TOTAL				

ESCROW CASH FLOW

Date	*Principal*	*Interest*	*Net Escrow Receipts*
9/1/25			

EXHIBIT B
NOTICE OF OPTIONAL REDEMPTION

$67,860,000
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2015

NOTICE IS HEREBY GIVEN, with respect to the above-captioned bonds (the "Bonds"), which Bonds were issued by the City of Roseville (the "City") under a Fiscal Agent Agreement, dated as of August 1, 2015, (the "Fiscal Agent Agreement"), by and between the City and the Bank of New York Mellon Trust Company, N.A., now succeeded by U.S. Bank Trust Company, National Association, as Fiscal Agent (the "Fiscal Agent"), that all of the outstanding Bonds have been called for optional redemption on _____, 2025 (the "Redemption Date") at a redemption price of 100% of the principal amount thereof (the "Redemption Price"), together with the accrued interest thereon to the Redemption Date, without premium.

The Bonds that are subject to redemption consist of the following:

Maturity Date (Sept. 1)	Original Principal Amount	Interest Rate Per Annum	CUSIP*
2026	$3,080,000	5.000%	777870 VR4
2027	3,230,000	5.000	777870 VS2
2028	3,395,000	5.000	777870 VT0
2029	3,565,000	5.000	777870 VU7
2030	740,000	4.000	777870 VW3
2030	3,000,000	5.000	777870 VV5
2031	3,925,000	5.000	777870 VX1
2032	4,120,000	5.000	777870 VY9
2033	4,325,000	5.000	777870 VZ6
2037	15,000,000	5.000	777870 WA0
2037	4,550,000	4.250	777870 WB8

* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P FactSet Research. The City and the Fiscal Agent shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof in the following manner:

Delivery Instructions:
U.S. Bank Trust Company, National Association
Global Corporate Trust
111 Fillmore Avenue East
St. Paul, MN 55107

Please call Bondholder Services at (800) 934-6802 with any questions.

Bondholders presenting their Bonds in person for same day payment **must** surrender their Bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount of the Bonds to be redeemed will not accrue from and after the Redemption Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the **"Bondholder Information"** link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

By: U.S. Bank Trust Company, National Association
as Fiscal Agent

EXHIBIT C
NOTICE OF DEFEASANCE AND REDEMPTION

$67,860,000
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2015

NOTICE IS HEREBY GIVEN, by the City of Roseville (the "City") with respect to the captioned securities (the "Bonds"), that it has defeased the Bonds set forth below as of _____, 2025 and has irrevocably elected to optionally prepay such Bonds on _____, 2025. Amounts sufficient for such prepayment have been deposited into an escrow fund held by U.S. Bank Trust Company, National Association, for such purpose.

The Bonds that have been defeased and that the Authority has elected to optionally prepay on _____, 2025 consist of the following:

Maturity Date (Sept. 1)	Original Principal Amount	Interest Rate Per Annum	CUSIP*
2026	$3,080,000	5.000%	777870 VR4
2027	3,230,000	5.000	777870 VS2
2028	3,395,000	5.000	777870 VT0
2029	3,565,000	5.000	777870 VU7
2030	740,000	4.000	777870 VW3
2030	3,000,000	5.000	777870 VV5
2031	3,925,000	5.000	777870 VX1
2032	4,120,000	5.000	777870 VY9
2033	4,325,000	5.000	777870 VZ6
2037	15,000,000	5.000	777870 WA0
2037	4,550,000	4.250	777870 WB8

* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P FactSet Research. The City and the Fiscal Agent shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

Dated: _____, 2025

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent for the Bonds and as Escrow Agent

RESOLUTION NO. 25-299

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS PURSUANT TO BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Westpark Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of improvements within the District; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed $80,000,000; and

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City in 2015 issued its City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds (the "2015 Bonds") to refinance bonds issued for the District (i) on August 24, 2005 bonds in the original principal amount of $57,905,000 designated City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2005, and (ii) on August 3, 2006 bonds in the original principal amount of $22,095,000 designated City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2006, both of which financed the costs of facilities constructed and acquired for the District; and

WHEREAS, in 2015, in order to generate debt service savings, the Council authorized refunding bonds to be issued for the District in the original principal amount of $67,860,000 designated City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2015 (the "2015 Bonds"), which 2015 Bonds refunded all of the Bonds issued in 2005 and 2006;

WHEREAS, in order to generate debt service savings, the City desires to refund all of the 2015 Bonds, and, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the Council, as legislative body of the District, to authorize a series of special tax bonds as refunding bonds for the District, designated City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2025 (the "2025 Bonds"); and

WHEREAS, there has been submitted to the Council a form of Fiscal Agent Agreement (the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent, which provides for the issuance the 2025 Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and

found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 2025 Bonds; and

WHEREAS, the City proposes to sell the 2025 Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the City and the Underwriter, and the Underwriter proposes to offer the 2025 Bonds to the investing public by means of a Preliminary Official Statement (the "Preliminary Official Statement"); and

WHEREAS, it appears that each of said documents and instruments which are now before this meeting is in appropriate form and is an appropriate document or instrument to be executed and delivered for the purpose intended; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2025 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings**. The Council hereby makes the following findings and determinations: (i) it is prudent in the management and development of the City and the District to issue the 2025 Bonds for the purpose of providing moneys for the refunding of the 2015 Bonds to achieve interest cost savings for the taxpayers within the District, (ii) the 2025 Bonds and the District are in compliance with the City's guidelines for issuance of Mello-Roos bonds, except that to the extent refunding savings parameters set forth in the guidelines cannot be achieved upon pricing the 2025 Bonds, the Council hereby waives such parameters if and to the extent an Authorized Officer (defined below) deems, evidenced by execution of the Bond Purchase Agreement, that a lesser parameter serves the public interest and achieves savings for taxpayers in the District, and (iii) the value of the real property within the District subject to the special tax to pay debt service on the proposed 2025 Bonds, based upon the current assessed valuation of property in the District, is at least three times the principal amount of the proposed 2025 Bonds to be secured by a special tax levied pursuant to the Act on property within the District.

2. **Law Applicable**. For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the 2025 Bonds.

3. **Bonds Authorized**. Pursuant to the Act, this Resolution, the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2025" in an aggregate principal amount not to exceed $52,000,000 are hereby authorized to be issued. The 2025 Bonds may include an amount of additional proceeds for capital projects within the City, as determined by an Authorized Officer. The 2025 Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement. The Council hereby finds that the 2025 Bonds constitute "refunding bonds" within the meaning of the Act because the proceeds thereof will be used to refund the 2015 Bonds. For the purposes of these proceedings for the issuance of the 2025 Bonds, the Council hereby preliminarily determines that the projected total net interest cost to maturity on such 2025 Bonds plus the principal portion thereof will be less than the total net interest cost to maturity of the

2015 Bonds plus the principal amount thereof; the 2025 Bonds shall not be issued unless an the foregoing determination will actually be met upon issuance of the 2025 Bonds.

4. **Fiscal Agent Agreement**. The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, the Assistant City Manager/Chief Financial Officer, the Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized Officers") are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein, including providing for municipal bond insurance or a reserve surety, deemed necessary or advisable by the Authorized Officer executing such document, upon consultation Bond Counsel. The proceeds of the 2025 Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the execution, delivery and performance by the City of the Fiscal Agent Agreement as an Authorized Officer deems appropriate.

5. **Covenant to Foreclose**. The City hereby covenants, for the benefit of the owners of the 2025 Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the 2025 Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement**. The Council hereby approves the Preliminary Official Statement with respect to the 2025 Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the 2025 Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking, the form of which is included as part of the Preliminary Official Statement, in substantially such form, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement between the City, on behalf of the District, and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed $52,000,000 or result in an Underwriter's discount in excess of 1.0%, or a true interest cost in excess of 5.25%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the 2025 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, including the use of municipal bond insurance and/or a reserve fund surety, which they, or any of them, may deem necessary or advisable in order to refund all of the 2015 Bonds and consummate the lawful issuance and delivery of the 2025 Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved including an escrow agreement or other document needed to facilitate the early redemption of the 2015 Bonds. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2025, by the following vote of the City Council:

AYES: COUNCILMEMEBERS
NOES: COUNCILMEMEBERS
ABSENT: COUNCILMEMEBERS
ABSTAIN: COUNCILMEMEBERS

_____
Mayor

ATTEST:

_____
City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER [18], 2025

NEW ISSUE--FULL BOOK-ENTRY

RATINGS: [S&P (Insured): "___"]
S&P (Underlying): "___"
See "RATING[S]" herein.

In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$44,000,000*
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

The City of Roseville (the "City") is issuing the above-captioned bonds (the "Bonds") for its Westpark Community Facilities District No. 1 (Public Facilities) (the "District") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Formation and Resolution of Issuance (each as defined herein), and a Fiscal Agent Agreement, dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

The Bonds are being issued to (i) refund the District's outstanding City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2015, (ii) establish a debt service reserve fund for the Bonds, and (iii) pay the costs of issuing the Bonds. See "FINANCING PLAN."

The Bonds are payable from a pledge of proceeds of Special Tax Revenues (as defined in this Official Statement) levied on property within the District according to the second amended rate and method of apportionment of special tax. The Bonds are secured by a first pledge of the revenues derived from the Special Tax Revenues and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement. No additional bonds, other than possible refunding bonds, will be issued for the District. See "SECURITY FOR THE BONDS."

Interest on the Bonds is payable on March 1, 2026, and semiannually thereafter on each September 1 and March 1. The Bonds will be issued in denominations of $5,000 or integral multiples of $5,000. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. See "THE BONDS – Description of the Bonds" and "APPENDIX F – DTC and the Book-Entry Only System."

The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid Special Taxes. See "THE BONDS – Redemption."

The District is substantially built out, comprising 4,015 single family residential homes owned by individual homeowners, 1 developed apartment parcel, 1 developed commercial parcel and 1 undeveloped parcel. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

[[The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by _____ (the "Insurer"). The Insurer will also issue a reserve fund insurance policy for deposit into the Reserve Fund being established for the Bonds.]]

[Insurer Logo]

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall LLP, as Bond Counsel. Certain legal matters will also be passed on by Jones Hall LLP, as Disclosure Counsel and Kutak Rock LLP, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the Bonds will be available for delivery to DTC on or about October __, 2025.

[Piper logo]

The date of this Official Statement is _____, 2025.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE

$ _____ Serial Bonds
(Base CUSIP†: 777873)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$ ___ __% Term Bond due September 1, 20___, Yield: __%, Price: __%
CUSIP† No. 777873__

$ ___ __% Term Bond due September 1, 20___, Yield: __%, Price: __%
CUSIP† No. 777873__

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council
Krista Bernasconi, *Mayor (District 4)*
Karen Alvord, *Vice Mayor (District 5)*
Bruce Houdesheldt, *Councilmember (District 3)*
Pauline Roccucci, *Councilmember (District 2)*
Tracy Mendonsa, *Councilmember (District 1)*

City Staff
Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager*/*Chief Financial Officer*
Scott Pettingell, *Finance Director*
Michelle Sheidenberger, *City Attorney*
Carmen Avalos, *City Clerk*

SPECIAL SERVICES

Bond and Disclosure Counsel
Jones Hall LLP
San Mateo, California

Municipal Advisor
Fieldman, Rolapp & Associates, Inc.
Irvine, California

Special Tax Consultant and Administrator
Willdan Financial Services
Temecula, California

Fiscal Agent
U.S. Bank Trust Company, National Association
San Francisco, California

Verification Agent
_____, _____
_____*, California*

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains an Internet website, but the information on that website is not incorporated in this Official Statement.

TABLE OF CONTENTS

	Page
INTRODUCTION	1
FINANCING PLAN	5
Refunding Plan	5
Estimated Sources and Uses of Funds	6
THE BONDS	7
Authority for Issuance	7
Description of the Bonds	7
Redemption	8
Transfer or Exchange of Bonds	10
SECURITY FOR THE BONDS	11
Special Taxes	11
Special Tax Methodology	12
Levy of Annual Special Tax; Maximum Annual Special Tax	13
Special Tax Fund	13
Deposit and Use of Proceeds of Bonds	14
Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure	14
Reserve Fund	16
No Additional Bonds Except for Refunding	17
BOND INSURANCE	18
THE DISTRICT	20
Formation of the District	20
Location and Description of the District and the Immediate Area	20
Development in the District	23
OWNERSHIP OF PROPERTY WITHIN THE DISTRICT	24
SPECIAL TAX REVENUE AND VALUE OF PROPERTY WITHIN THE DISTRICT	26
Assessed Valuation	26
Special Tax Collection and Delinquency Rate	27
Value to Special Tax Burden Ratios	28
Overlapping Liens and Priority of Lien	33
Estimated Tax Burden on Single Family Home	36
BOND OWNERS' RISKS	37
Limited Obligation of the City to Pay Debt Service	37
Levy and Collection of the Special Tax	37
Bankruptcy Delays	38
Property Tax Delinquencies	39
Risks Related to Homeowners With High Loan-to-Value Ratios	39
Payment of Special Tax is Not a Personal Obligation of the Property Owners	39
Property Values	40
Wildfires and Fire Insurance	41
Other Possible Claims Upon the Value of Taxable Property	42
Exempt Properties	42
FDIC/Federal Government Interests in Properties	43
Depletion of Reserve Fund	44
Disclosure to Future Purchasers	44
No Acceleration Provisions	45
Pandemic Diseases	45
Cyber Security	45
Potential Early Redemption of Bonds from Prepayments	45
CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS	46
CONTINUING DISCLOSURE	46
UNDERWRITING	47
MUNICIPAL ADVISOR	47
LEGAL OPINION	48
TAX MATTERS	48
RATING[S]	49
NO LITIGATION	50
EXECUTION	50

APPENDIX A – Placer County and City of Roseville Demographic Information
APPENDIX B – Rate and Method of Apportionment of Special Tax
APPENDIX C – Summary of Certain Provisions of the Fiscal Agent Agreement
APPENDIX D – Form of Opinion of Bond Counsel
APPENDIX E – Form of Continuing Disclosure Certificate
APPENDIX F – DTC and the Book-Entry Only System

OFFICIAL STATEMENT

$44,000,000*
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the "**Bonds**") to be issued by the City of Roseville (the "**City**") on behalf of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) (the "**District**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT."

INTRODUCTION

This introduction is not a summary of the entire Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained throughout the Official Statement, including the cover page, inside cover and attached appendices, and documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance of the Bonds. The Bonds are issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq*., of the Government Code of the State of California) (the **"Act"**) and pursuant to a Fiscal Agent Agreement dated as of October 1, 2025 (the **"Fiscal Agent Agreement"**) between the City and The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, as fiscal agent (the **"Fiscal Agent"**), the Resolution of Formation described herein and a resolution (the "**Resolution of Issuance**") adopted on [September 17], 2025 by the City Council of the City (the "**City Council**"). See "THE BONDS – Authority for Issuance."

The City. The City is located in the County of Placer (the "**County**"), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For economic and demographic information regarding the area in and around the City, see APPENDIX A.

* Preliminary; subject to change.

Formation of the District and Bond Issuances. The District was formed and established by the City Council of the City (the "**City Council**"), as legislative body of the District, under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), pursuant to a resolution adopted by the City Council on September 15, 2004 (the "**Resolution of Formation**"), following a public hearing and landowner election at which the qualified electors of the District authorized the City to incur bonded indebtedness for the District and approved the levy of special taxes. The authorized amount of bonds for the District was set at a maximum of $80,000,000; bonds were issued in 2005, 2006 and 2015, no additional bonds (excluding possible refunding bonds) are allowed to be issued in the future under the Fiscal Agent Agreement. See "THE DISTRICT."

The District was formed to finance infrastructure improvements necessary for development, which is now complete.

Description of the Bonds. The Bonds will be issued in denominations of $5,000 or any integral multiple of $5,000. Interest is payable semiannually on each March 1 and September 1, commencing March 1, 2026. See "THE BONDS."

The Bonds will be initially issued only in book-entry form and registered to Cede & Co. as nominee of The Depository Trust Company, New York, New York ("**DTC**"), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Trustee to DTC, which remits such payments to its Participants for subsequent distribution to the registered owners as shown on the Trustee's books.

Purpose of the Bonds. Proceeds of the Bonds will be used to defease and refund, in full, the "City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2015" (the "**2015 Bonds**"), which were issued in 2015 to refund special tax bonds issued for the District in 2005 (the "**2005 Bonds**") and in 2006 (the "**2006 Bonds**"), and to pay costs of issuance. Proceeds of the Bonds will also be used to cash fund a portion of debt service reserve fund for the Bonds and pay a premium for a reserve policy, and pay costs of issuance. See "FINANCING PLAN."

Security and Sources of Payment for the Bonds. The City Council annually levies special taxes on the property in the District (the "**Special Taxes**") in accordance with the Second Amended Rate and Method of Apportionment for City of Roseville Westpark Community Facilities District No. 1 (Public Facilities), as amended in August 2013 (the "**Special Tax Formula**"), which is attached as APPENDIX B to this Official Statement. The Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes (as more particularly defined in the Fiscal Agent Agreement, the "**Special Tax Revenues**"), subject to the conditions contained in the Fiscal Agent Agreement.

The Bonds will also be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. In particular, a debt service reserve fund (the "**Reserve Fund**") will be established in connection with the issuance of the Bonds in an amount equal to the Reserve Requirement (as defined in this Official Statement) and funded in part with cash and in part with a reserve policy referred to herein. See "FINANCING PLAN – Estimated Sources and Uses of Funds" and "SECURITY FOR THE BONDS."

Pursuant to the Act, the Resolution of Formation (as defined herein), and the Fiscal Agent Agreement, so long as any Bonds are outstanding, the City will annually levy the Special Tax against all land within the District taxable under the Act in accordance with the proceedings for the authorization and issuance of the Bonds and to make provision for the collection of the Special Tax in amounts which will be sufficient to pay interest on, principal of and redemption premium (if any) on the

Bonds as such becomes due and payable and to replenish the Reserve Fund (as defined herein) as necessary. See "SECURITY FOR THE BONDS – Special Taxes" herein.

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of any of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the real property on which the Special Tax is delinquent. The unpaid Special Taxes are not required to be paid upon sale of property within the District.

[[Bond Insurance. The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the "**Policy**") to be issued concurrently with the delivery of the Bonds by _____ (the "**Insurer**"). The Insurer will also issue a reserve fund insurance policy (the "**Reserve Policy**") with a policy limit in the amount of _____% of the Reserve Requirement (defined herein) for deposit into the Reserve Fund being established for the Bonds.

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The District. The District comprises the Westpark neighborhood in the northwestern portion of the City within the City's West Roseville Specific Plan (**"WRSP"**). The District is substantially built out. Initial homebuilding activity began in late 2005 and as of the 2025-26 County Assessor's tax roll, 4,018 parcels were levied a Special Tax, 4,015 of which are low to high density single family detached homes, two of which are multi-family residential parcels which will continue to be taxed, one of which is a multifamily residential parcel which has prepaid all of it special tax obligation, other than the FY 2025-26 levy, and one which is a commercial use parcel.

The District includes land planned for commercial, industrial, parks and open space (representing approximately 403 acres) not subject to the Special Tax.

Most of the homebuilding activity in the past ten years was undertaken by one of four merchant homebuilder entities, affiliates of Lennar Corporation, PulteGroup Inc., Meritage Homes Corporation and KB Home, respectively, each having purchased (directly or following a sale to a third party) the property from West Roseville, LLC (the **"Master Developer"**), whose sole remaining holding subject to the Special Tax is an approximate 12-acre parcel designated for high density residential use. Land in the District also includes land planned for open space and public parks and not subject to the Special Tax.

Value Estimate of Property in the District. For Fiscal Year 2025-26, the assessed value of property within the District was $2,288,835,789 and the combined amount of Bonds ($44,000,000*) and overlapping debt ($30,571,411) is $74,571,411*, resulting in a value to lien ratio of approximately 30.69:1* based on the principal amount of the Bonds plus assessment and general obligation bond debt. This is an average and the value to lien ratios of individual parcels varies. See "VALUE OF PROPERTY WITHIN THE DISTRICT."

* Preliminary, subject to change.

Redemption of Bonds Before Maturity. The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid Special Taxes. See "THE BONDS – Redemption."

No Additional Bonds Except for Refunding Purposes. The City has covenanted in the Fiscal Agent Agreement not to issue any additional bonds payable from the Special Tax Revenues on a parity with the Bonds, except to refund all or some of the Bonds.

Risk Factors Associated with Purchasing the Bonds. Investment in the Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds.

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the Bonds is a general debt, liability or obligation of the City. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT." The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

FINANCING PLAN

Refunding Plan

The District was established in 2005. The City issued the 2015 Bonds for the purpose of refunding, in full, the first two series of special tax bonds issued for the District, which series were issued in 2005 and 2006 to pay for a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for the development of property in the District.

The City issued the 2015 Bonds for the purpose of refunding bonds issued to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for the development of property in the District (the "**Facilities**"), primarily for roadway, sewer, water, drainage and parks. At the time of issuance of the 2015 Bonds, the 2005 Bonds were outstanding in the aggregate principal amount of $57,505,000 and the 2006 Bonds were currently outstanding in a total aggregate principal amount of $21,470,000.

The 2015 Bonds are outstanding in the aggregate principal amount of $_____. On or about _____, 2025 (the "**Redemption Date**"), the 2015 Bonds will be redeemed at a redemption price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Redemption Date.

In order to accomplish the refinancing plan, proceeds of the Bonds, together with certain other funds on hand with respect to the 2015 Bonds in a total amount sufficient to redeem the 2015 Bonds, will be transferred to U.S. Bank Trust Company, National Association, as successor fiscal agent for the 2015 Bonds (the "**2015 Bonds Fiscal Agent**"), for deposit in a 2015 Bonds redemption account to be established pursuant to Irrevocable Refunding Instructions by and between the City and the 2015 Bonds Fiscal Agent. These funds, together with any remaining amounts held in cash by the 2015 Bonds Fiscal Agent, will be sufficient to pay and redeem the 2015 Bonds in full on the Redemption Date.

Estimated Sources and Uses of Funds

The estimated proceeds from the sale of the Bonds will be deposited into the following funds established under the Fiscal Agent Agreement:

Sources	
Principal Amount of Bonds	$
[Plus] [Less]: Original Issue [Premium][Discount]	
Plus: Funds Related to 2015 Bonds	
Total Sources	$
Uses	
Deposit into Redemption Account [(1)]	$
Deposit into Reserve Fund [(2)]	
Deposit into Costs of Issuance Account [(3)]	
Underwriters' Discount	
Total Uses	$

(1) Will be used to defease and refund the 2015 Bonds.
(2) Equal to the Reserve Requirement with respect to the Bonds as of their date of delivery.
(3) Includes, among other things, the fees and expenses of Bond Counsel and Disclosure Counsel, the Fiscal Agent, the Municipal Advisor, rating agency, and the Special Tax Administrator, [[bond insurance and]] reserve fund insurance policy premiums, and other costs of issuance.

THE BONDS

This section generally describes certain of the terms of the Bonds contained in the Fiscal Agent Agreement. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT."

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Formation, the Resolution of Issuance, and the Act.

On September 15, 2004, the City Council adopted the Resolution of Formation, which formed the District. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed $80,000,000 at a special election in the District held on the same day. The 2005 Bonds and 2006 Bonds were issued under and up to the full amount of the authorization; no additional bonds are permitted to be issued under the Resolution of Formation after the Bonds (excepting possible future refunding bonds).

Under the provisions of the Act, since there were fewer than 12 registered voters residing within the District at a point during the 90-day period preceding the adoption of the Resolution of Formation, the qualified electors entitled to vote in the special election consisted of 1600 Placer Investors, L.P. and a then-pending seller of land to such entity (who were then the only eligible landowners/voters in the District), who cast one vote for each gross acre or portion of an acre of land owned within the District. The landowners voted to incur the indebtedness and to approve the annual levy of Special Taxes to be collected within the District, for the purpose of paying for the Facilities, including repaying any indebtedness of the District, replenishing the Reserve Fund and paying the administrative expenses of the District. See "THE DISTRICT" herein.

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds.

Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described in "APPENDIX F – DTC and the Book-Entry Only System."

The Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent

in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds. Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2026.

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX F – DTC and the Book-Entry Only System."

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's direct participants and indirect participants, as more fully described herein. See "APPENDIX F – DTC and the Book-Entry Only System."

Redemption

Optional Redemption. The Bonds will be subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, ____ through September 1, _____	
September 1, _____ and thereafter	

Special Mandatory Redemption From Prepaid Special Taxes. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among series and maturities as will be specified by the City and by lot within a maturity, on September 1, ____ and on any Interest Payment Date thereafter, at a redemption price equal to the following

respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, ____ through September 1, _____	
September 1, _____ and thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, _____ and September 1, _____ (the "**Term Bonds**") are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or special mandatory redemption of the Term Bonds.

In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of their principal amount, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the MSRB, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

The notice will state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. Any notice of redemption may indicate that such redemption will be conditional upon the Fiscal Agent having sufficient moneys available on the date specified to cause the redemption to occur as provided in the notice.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent will select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion will deem appropriate. Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Right to Rescind. The City has the right to rescind any notice of prepayment delivered by the Fiscal Agent prior to the date fixed for prepayment.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption will have been deposited in the Bond Fund, the Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue on the called Bonds on or after the redemption date specified in the notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See APPENDIX F. Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond(s), for a like aggregate principal amount of Bond(s) of authorized denominations and of the same maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after that Bond has been selected for redemption.

SECURITY FOR THE BONDS

The Bonds are secured by and payable from a first pledge of the proceeds of the Special Tax Revenues. The Special Tax Revenues and all moneys deposited into the Bond Fund and the Reserve Fund are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

The Facilities are not in any way pledged to pay the debt service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any Facilities are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

The Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes (as more particularly defined in the Fiscal Agent Agreement, the "**Special Tax Revenues**"), which are the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), excluding any interest in excess of the interest due on the Bonds and any penalties collected in connection with delinquencies or collected in connection with any such foreclosure, subject to the conditions contained in the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City through the application of the Rate and Method and set forth in APPENDIX B hereto for all taxable properties in the District. Interest and principal on the Bonds is payable from the annual Special Taxes to be levied and collected on taxable property within the District, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than a Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See "Special Tax Methodology" below and "APPENDIX B — Rate and Method of Apportionment of Special Tax."

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District which are set forth as the annual "**Maximum Annual Special Tax**" in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the annual Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax

Formula. See "Special Tax Methodology" below. See also "APPENDIX B — Rate and Method of Apportionment of Special Tax."

The City may levy the Special Tax at the Maximum Annual Special Tax rate, which has been authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each Special Tax levy is limited to the annual Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement will in fact be collected in any given year. See "BOND OWNERS' RISKS — Property Tax Delinquencies" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in "APPENDIX B – Rate and Method of Apportionment of Special Tax" and in accordance with the Act. See "BOND OWNERS' RISKS – Levy and Collection of Special Tax." Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Special Tax Requirement. Each year, the City will determine the Special Tax Requirement of the District for the upcoming fiscal year. The **"Special Tax Requirement"** include the following items:

(i) debt service on bonds issued for the District;
(ii) administrative expenses and County fees;
(iii) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous fiscal year or anticipated for the current year; and
(iv) pay-as-you-go expenditures for authorized improvements and development-related fees.

The Special Tax Requirement is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the District except property which is exempt from the Special Tax pursuant to the Special Tax Formula. Taxable property that is acquired by a public agency after the District is formed will remain subject to the Special Tax unless a "trade" resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the Special Tax Requirement which needs to be generated by all "Taxable Property" in the District; the Special Tax (up to maximum allowable amount) will be levied against each Taxable Property until the Special Tax revenue equals the Special Tax Requirement, however the Special Tax Formula establishes a priority for which properties will be levied a Special Tax, with Developed Property receiving a Special Tax levy prior to a Large Lot Property. For single family detached property, Developed Property is property which is shown on a Final Map recorded prior to May 1st of each fiscal year. See the Special

Tax Formula in APPENDIX B. The Special Tax Formula provides that the annual Maximum Special Tax will be increased annually by the "Annual Tax Escalation Factor" which for each fiscal year is equal to 2% of the Maximum Special Tax in effect in the prior fiscal year. Pursuant to an agreement between the Master Developer and the City, the Special Tax will be levied at the Maximum Annual Special Tax rate for several years after issuance of the Bonds to generate pay-as-you-go moneys to be used to reimburse the Master Developer for the cost of authorized Facilities.

Termination of the Special Tax. The Special Tax will be levied and collected (up to the maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized District-funded Facilities and to pay the Special Tax Requirement. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the District after fiscal Year 2050-51. When all annual Special Tax Requirements incurred by the District have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the parcel's share of the outstanding Bonds, remaining facilities costs which have not been bonded, redemption premiums, defeasance requirements and administrative fees and expenses.

Levy of Annual Special Tax; Maximum Annual Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, anticipated Special Tax delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the Facilities or authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula. The Maximum Annual Special Tax rates for fiscal year 2025-26 are $1,261.84 to $2,260.56 per low-density or medium-density residential unit, $757.83 to 1,581.57 per high-density (detached) residential unit and $757.83 per high-density (multi-family) residential market rate unit ($137.24 to $378.92 for each affordable unit).

The Annual Maximum Special Tax is allowed to escalate by an amount not in excess of 2% per year, which is currently being applied and expected to be applied in the future. See "APPENDIX B – Rate and Method of Apportionment of Special Tax," and for a table showing the expected land uses and assigned Maximum Special Taxes at the time of formation of the District, see "Attachment 2" in such Appendix.

Special Tax Fund

When received, the Special Taxes are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

As soon as practicable after the receipt by the City of any Special Tax Revenues or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the City shall withdraw from the Special Tax Fund and transfer: (i) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and

interest due on the Bonds during the then-current Bond Year, and (ii) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement or to reimburse a bond insurer for payment on a reserve surety. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount shall be available to the City to pay Administrative Expenses; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds.

Deposit and Use of Proceeds of Bonds

The Bonds are additionally secured by amounts generated from proceeds of the Bonds, together with interest earnings thereon pledged under the Fiscal Agent Agreement. Proceeds of the Bonds sufficient to redeem the 2015 Bonds in full on the Redemption Date will be paid to the 2015 Bonds Fiscal Agent, and not available to pay debt service on the Bonds. See "FINANCING PLAN." The remaining proceeds of the Bonds will be paid to the Fiscal Agent, who will deposit such proceeds in funds established under the Fiscal Agent Agreement, which includes direction on the use of the moneys, including investment earnings thereon, in the various funds established thereunder. See "Reserve Fund" below.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes collected by the County, except at the City's option, the Special Taxes may be billed directly to property owners. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before October 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that

> (a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax for the District levied in such Fiscal Year, then the City will institute, prosecute and pursue such foreclosure proceedings against each parcel in the District for which any installment of the Special Tax is delinquent in the time and manner provided below; or
>
> (b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but property owned by any single property owner in the District is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings against each such property owner in the time and manner provided below.

The City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax on each such parcel,

and shall thereafter diligently prosecute and pursue such foreclosure proceedings to judgment and sale in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

After the above transfers have been made, the remaining moneys in the Special Tax Fund shall be free of the pledge for payment of the Bonds and the City may, at the City's discretion, be used for any purpose authorized under the Act.

Additionally, notwithstanding any of the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Fund is equal to the Reserve Requirement, and (b) there have been no defaults in the payment of debt service on the Bonds.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price which will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the annual Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust (but not to exceed the annual Maximum Annual Special Tax) the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund.

Under current law, a judgment debtor (property owner) has at least 140 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments.

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Reserve Fund

A Reserve Fund (the "**Reserve Fund**") for the Bonds will be established under the Fiscal Agent Agreement, to be held by the Fiscal Agent. Upon delivery of the Bonds, the amount on deposit in the Reserve Fund will be established by depositing certain proceeds of the Bonds in the amount of the "**Reserve Requirement**" for the Bonds, which is equal to 10% of the original principal amount of the Bonds. The City is required to maintain an amount of money or other security equal to the Reserve Requirement in the Reserve Fund at all times that the Bonds are outstanding.

Deposit of Reserve Policy. The Reserve Account Requirement for the Bonds will be satisfied using Bond proceeds for ____% and the Reserve Policy issued by the Insurer. The Fiscal Agent will comply with all of the terms and provisions of the Reserve Policy for ____%, for the purpose of assuring that funds are available thereunder when required for the purposes of the Reserve Fund, within the limits of the cash deposit and coverage amount provided by the Reserve Policy.

All amounts deposited in the Reserve Fund (or draws on the Reserve Policy) will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will provide written notice thereof to the City.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument (as defined in the Fiscal Agent Agreement), and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to the Fiscal Agent Agreement, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in at least the "AA" category (without regard to qualifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect

to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement. The Reserve Policy is a Qualified Reserve Fund Credit Instrument.

No Additional Bonds Except for Refunding

In the Fiscal Agent Agreement, the City covenants that it will not authorize the issuance of additional bonds payable from Special Taxes and secured by the Special Tax Revenues equally and ratably with Bonds, except to refund all or a portion of the Bonds.

BOND INSURANCE

[to come if applicable]

DEBT SERVICE SCHEDULE

The annual debt service on the Bonds based on the interest rates and maturity schedule set forth on the cover of this Official Statement is shown below.

Westpark Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds Series 2025
Debt Service

Period Ending (September 1)	Bonds Principal	Bonds Interest	Bonds Total
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			

THE DISTRICT

Formation of the District

On August 4, 2004, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Facilities and making contributions to certain public facilities. After conducting a noticed public hearing, on September 15, 2004, the City Council adopted the Resolution of Formation, which established Westpark Community Facilities District No. 1 (Public Facilities), set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed $80 million. On the same day, an election was held within the District in which the two only landowners/voters in the District, 1600 Placer Investors, L.P. (an entity that master planned the area for development) and another landowner entity unanimously approved the proposed bonded indebtedness and the levy of the Special Tax. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below.

At the time the first series of bonds for the District were issued in 2005, most of the land in the District was owned by PL Roseville, LLC, an entity comprised of entities controlled by the homebuilders Pulte Home Corporation, Centex Homes and Lennar Homes, which acquired the property in 2005 from 1600 Placer Investors, L.P. The three member entities of PL Roseville, LLC, as homebuilders, intended to independently develop homes in the District. Currently, the community facilities district is built out and held by individuals.

Location and Description of the District and the Immediate Area

The District is located in the northwestern area of the City within a portion of the WRSP, approximately 20 miles northeast of the central business district of Sacramento. The land in the District is also known locally as the "Westpark" neighborhood. The process of annexation of the area to the City was completed in October 2004. The area is approximately 1-mile north of Baseline Road and generally bounded by Fiddyment Road to the east, Pleasant Grove Boulevard to the southwest (and north and south of Pleasant Grove Boulevard in the southeast area), with Westpark Drive forming the northern boundary. The Placer County/Roseville City Limit line is the western boundary of the District. Access to the District is via Pleasant Grove Boulevard and Blue Oaks Boulevard, a primary east-west traffic arterial that connects to State Highway 65 and the nearby Interstate 80 freeway system. Interstate 80 is located approximately three miles southeast of the State Highway 65/Blue Oaks Boulevard junction and merges with State Highway 65 at an interchange system.

The WRSP area permits the development of a total of 10,464 dwelling units on approximately 3,161 gross acres. Land use and zoning entitlements provided by the WRSP include full land-use entitlements, including a general plan amendment, specific plan amendment, rezone, design guidelines and a development agreement between the City and each owner. Since the approval of the WRSP in 2004 there have been thousands of single family residential building permits issued, with 4,015 issued in the District. In addition a senior-affordable community of 152 apartment homes has been constructed in the Village Center of Westpark.

Development within the Westpark portion of the WRSP commenced in 2005 and proceeded steadily since that time to the current status of being built out other than one multi-family parcel.

The predominant approved suburban land use within the City limits in the vicinity of the District is single family residential. The District is adjacent to recently constructed residential subdivisions to

the north and east, including those in the Fiddyment Ranch and Doctor's Ranch area to the north, and in the Woodcreek Oaks and Diamond Creek planned area to the east. Residential development in the Del Webb Specific Plan senior living development (Sun City Roseville), which sold-out in 1999, lies directly east of the District, and residential development built mostly in the past ten years as part of the Northwest Roseville Specific Plan area lies south and southeast of the District. Since the approval of the WRSP the City has approved, and annexed, three new Specific Plans, the Sierra Vista Specific Plan ("**SVSP**") located south of the District, the Creekview Specific Plan ("**CSP**") and the Amoruso Ranch Specific Plan ("**ARSP**"). The SVSP was approved in 2010 with an amendment to include the Westbrook property occurring in 2012.

The Pleasant Grove Regional Wastewater Treatment Plant, and the Roseville Energy Park electricity generating facility, are adjacent to and partially surrounded by the central portion of the District. A variable distance non-residential buffer of up to 1,000 feet (which is planned to primarily consist of light-industrial land uses compatible with the surrounding land uses) is included to the north, south, east and west of the Pleasant Grove Regional Wastewater Treatment Plant.

Maps. A District boundary map is shown on the following page.

[Reserved for CFD boundary map [or aerial?]]

Infrastructure. The City utilized net proceeds from the 2005 Bonds and 2006 Bonds to reimburse the developers of completed on and off-site public infrastructure improvements required for development within the District which were acquired by the City, all of which were facilities authorized for the District. All of the facilities constructed with proceeds of the 2005 and 2006 Bonds have been completed and acquired by the City.

Affordable Units. Development within the District required that 10% of the residential units (or 462 units) are to be available to renters as multi-family affordable to persons in very-low to low income households. The City allowed the master developer in the District to move 162 affordable units from Westpark to another Specific Plan (SVSP), namely the Westbrook Development. To date 150 units affordable to low and very low income seniors have been built in the District. The Special Tax Formula provides for a reduction of approximately one-half of the otherwise applicable Special Tax for units that are the subject of the affordable housing provisions.

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 060243, with an effective date of November 2, 2018), the developable portions of the property in the project area (including land in the District) are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains).

Seismic Conditions. According to the Seismic Safety Commission, land in the District is located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, the subject is not located in a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology.

Wildfire Hazards. Land in the District is not located in a High or Very High Fire Hazard Severity Zone (FHSZ), as defined by CAL FIRE. Portions of land in the District are located in Moderate Fire Hazard Severity Zones.

Development in the District

The District is substantially built out. As of the 2025-26 County Assessor's tax roll, 4,019 parcels were levied a Special Tax, 4,015 of which are low to high density single family detached homes, two of which are multi-family residential parcels which will continue to be taxed, one of which is a multi-family residential parcel which has prepaid all of it special tax obligation, other than the FY 2025-26 levy and one which is a commercial use parcel. One multi-family zoned parcel is undeveloped and is being levied at the maximum tax.

The District includes over 400 acres of parks and open space, as well as commercial and industrial acreage, not subject to the Special Tax.

Initial homebuilding activity began in late 2005. New home communities were sold as the Westpark neighborhood by homebuilders Pulte Homes, Lennar Homes, Meritage Homes, and KB Home, each having purchased (directly or following a sale to a third party) their property from West Roseville, LLC (the **"Master Developer"**).

The original master planner of development in the District was 1600 Placer Investors, L.P., whose ownership interests were succeeded by PL Roseville, LLC, an entity comprised of entities

controlled by the homebuilders Pulte Home Corporation, Centex Homes and Lennar Homes, which entity acquired the property in 2005. The three member entities of PL Roseville, LLC, as homebuilders, originally intended to independently develop homes in the District.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. The Special Taxes are not personal obligations of the developers or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS" and "BOND OWNERS' RISKS" herein.

As of the 2025-26 County Assessor's tax roll, 4,019 parcels were levied a Special Tax, 4,015 of which are low to high density single family detached homes, two of which are multi-family residential parcels which will continue to be taxed, one of which is a multi-family residential parcel which has prepaid all of it special tax obligation, other than the FY 2025-26 levy and one which is a commercial use parcel. One multi-family zoned parcel is undeveloped and is being levied at the maximum tax.

The following table shows the top 10 payers of Special Tax for Fiscal Year 2025-26.

Table 1
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities) - Series 2025 Refunding Bonds
Top Ten Taxpayers in the District
Fiscal Year 2025-26

Owner Name	No of Parcels	FY 2025-26 Total Assessed Value	FY 2025-26 Maximum Tax	FY 2025-26 Maximum Tax Levy (Excludes W-16) [1]	% Allocation of CFD Bonded Debt [3]	Allocable Debt CFD Bonds [4] *	Overlapping Debt [5]	Total Direct & Overlapping Debt *	Average Value to Lien Ratio *
W-16 LLC [1]	N/A	N/A	$189,458	$0	N/A	N/A	N/A	N/A	N/A
Westpark Seniors LP [6]	1	$18,762,609	60,627	60,627	0.82%	$361,327	$0	$361,327	51.93
St Anton Westpark Affordable LLC	1	1,368,044	35,742	35,742	0.49	213,020	20,316	233,336	5.86
Welltower Propco Group LLC	1	24,969,600	25,084	25,084	0.34	149,499	370,802	520,301	47.99
Hariharan Ramesh & Ramesh Tr	5	1,816,820	7,194	7,194	0.10	42,872	26,980	69,852	26.01
Lee Jason & Lee Yoon Sul	3	1,479,957	6,201	6,201	0.08	36,960	21,978	58,938	25.11
Patten Thomas & Joan Tr	4	2,157,594	5,511	5,511	0.07	32,844	9,351	42,195	51.13
Wu Tinghui	3	2,002,943	5,456	5,456	0.07	32,520	29,744	62,264	32.17
Lee Chun Keun	2	884,768	4,521	4,521	0.06	26,945	13,139	40,084	22.07
Oettle Karl & Karlin Tr	3	1,553,309	4,249	4,249	0.06	25,323	6,297	31,620	49.12
Total Top Payers	23	$54,995,644	$344,043	$154,585	2.09%	$921,310	$498,607	$1,419,917	38.73
All Others	3,995	2,233,840,145	7,228,127	7,228,127	97.91%	43,078,690	30,072,804	73,151,494	30.54
Total	**4,018**	**$2,288,835,789**	**$7,572,170**	**$7,382,712**	**100.00%**	**$44,000,000**	**$30,571,411**	**$74,571,411**	**30.69**

* Preliminary, subject to change.

(1) The only figure shown for Assessor Parcel Number 496-010-001-000 (Specific Plan "Parcel W-16") is the FY 2025-26 Special Tax Levy. Parcel W-16 is owned by Top Tax Payer W-16 LLC, as the property owner prepaid nearly all of its Westpark CFD No. 1 Special Tax obligation on or about August 8, 2025, as detailed above. Upon payment in full of Parcel W-16's FY 2025-26 Special Tax levy of $189,458.28, the Special Tax obligation shall be considered paid in full and released from the District's Special Tax lien.

(2) Each parcel was levied at 100% of the Maximum Annual Special Tax in FY 2025-26. The actual Special Tax Levy of each parcel may have been reduced slightly to comply with County imposed rounding requirements.

(3) Represents the ownerships' percentage share of the Fiscal Year 2025-26 Maximum Special Tax Levy, excluding Parcel W-16.

(4) Allocable Bonded CFD Debt is the *estimated par amount" allocated by the Ownerships' percentage share of the Fiscal Year 2025-26 Maximum Special Tax, excluding Parcel W-16.

(5) Represents the overlapping debt liens of the District parcels, excluding Parcel W-16, as of August 1, 2025 [IS IT POSSIBLE TO CHANGE THIS DATE TO BE AFTER THE 8-8-25 PREPAYMENT DATE?] as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. One home, which is subject to 0.021% of the District's total Maximum Special Tax is also subject to a PACE lien which is not included in this table.

(6) Assessor Parcel 490-300-006-000, owned by Westpark Seniors LP, is reported to have no overlapping debt as it is not taxed for ad valorem taxes due to a certain welfare exemption.

Sources: Ownership and FY 2025-26 Assessed Values - Placer County Secured Roll, as compiled by Willdan Financial Services; Maximum Tax - Willdan Financial Services; Overlapping Debt and welfare exemption information - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Direct Charges placed onto the County's FY 2024-25 Secured Roll related to PACE liens - Placer County Tax Collector.

SPECIAL TAX REVENUE AND VALUE OF PROPERTY WITHIN THE DISTRICT

The value of the land within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. A variety of economic, political, and natural occurrences incapable of being accurately predicted can affect land values. See "BOND OWNERS' RISKS – Property Values."

Assessed Valuation

In connection with valuing property in the District, the City has obtained the 2025-26 County assessed valuation (the "**Assessed Valuation**") of the property in the District.

The "full cash" assessed values of all of the taxable parcels in the District has been established by the County Assessor for fiscal year 2025-26 in the amount of $2,288,835,789.

The following table shows a history of assessed valuations of land in the District since Fiscal Year 2019-20

Table 2
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities) - Series 2025 Refunding Bonds
Historical Assessed Values
Fiscal Years 2019-20 through 2025-26

Fiscal Year Levied	Land Assessed Value	Structure Assessed Value	Total Assessed Value	% Annual Change in Total Assessed Values
2019-20	$430,901,693	$1,332,184,228	$1,763,085,921	N/A
2020-21	450,850,378	1,441,861,079	1,892,711,457	7%
2021-22	469,510,104	1,533,179,843	2,002,689,947	6
2022-23	489,757,835	1,615,204,271	2,104,962,106	5
2023-24	504,695,176	1,665,580,425	2,170,275,601	3
2024-25	520,561,075	1,719,000,491	2,239,561,566	3
2025-26	535,538,660	1,817,706,709	2,353,245,369	5

Source: Assessed Values - Respective Placer County Secured Property Rolls as compiled by Willdan Financial Services.

The County assessed valuations are not in all cases reflective of most current development status, as is the case with certain properties in the District. As provided by Article XIII A of the California Constitution, county assessors' assessed values are to reflect market value as of the date the property was last assessed (or 1975, which ever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the "**Assessor**") of market value when acquired (or 1975, whichever is later), possibly increased by 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor's estimate of market value as of the time of construction, possibly increased by 2% per year. The actual market value of parcels in the District, if sold at foreclosure, may be higher or lower than the Assessor's assessed values, depending upon the date of the Assessor's most recent assessment. The actual

fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser.

Because of the general limitation to 2% per year in increases in full cash value of properties which remain in the same ownership, the County tax roll does not reflect values uniformly proportional to actual market values. No assurance can be given that should a parcel with delinquent Special Taxes be foreclosed and sold for the amount of the delinquency, that any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent installments.

Special Tax Collection and Delinquency Rate

Special Tax Enforcement and Collection Procedures. The City could receive additional funds for the payment of debt service through foreclosure sales of delinquent property, but no assurance can be given as to the amount of foreclosure sale proceeds or when foreclosure sale proceeds would be received. The City has covenanted in the Fiscal Agent Agreement to take certain enforcement actions and commence and pursue foreclosure proceedings against delinquent parcels under the terms and conditions described in this Official Statement. See "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Foreclosure actions would include, among other steps, formal City Council action to authorize commencement of foreclosure proceedings, mailing multiple demand letters to the record owners of the delinquent parcels advising them of the consequences of failing to pay the applicable special taxes and contacting secured lenders to obtain payment. If these efforts were unsuccessful, they would be followed (as needed) by the filing of an action to foreclose in superior court against each parcel that remained delinquent.

Historical Delinquency Rates. The following table shows the special tax collection and delinquency rate in the District since Fiscal Year 2018-19.

Table 3
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities) - Series 2025 Refunding Bonds
Historical Collections and Delinquencies
Fiscal Years 2018-19 through 2024-25

			As of May or June of each year [2]			As of August 13, 2025		
Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	Amount Delinquent [1]	No. of Parcels Delinquent	Percent Levy Delinquent	Remaining Amount Delinquent [1]	Remaining No. of Parcels Delinquent[3]	Percent Remaining Levy Delinquent
2018-19	$6,590,288	3,793	$42,002	49	0.64%	$0	0	0.00%
2019-20	$6,723,834	4,019	$48,622	37	0.72%	$0	0	0.00%
2020-21	6,858,322	4,019	$46,105	0	0.67%	$1,143	1	0.02%
2021-22	6,995,473	4,019	$46,457	51	0.66%	$1,166	1	0.02%
2022-23	7,135,405	4,019	$48,900	53	0.69%	$2,117	2	0.03%
2023-24	7,278,080	4,019	$34,418	32	0.47%	$8,098	7	0.11%
2024-25	7,423,654	4,019	$32,052	32	0.43%	$24,991	26	0.34%

(1) Delinquent amounts and collections shown above do not include penalties, interest or fees.
(2) Delinquency information for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and FY 2024-25 Special Tax Levies as of May 14, 2019, June 15, 2020, May 18, 2021, June 13, 2022, May 15, 2023, June 17, 2024 and June 4, 2025, respectively.
(3) APN 490-100-008-000 showing ownership under Carol Stone and is delinquent 10 installments in a row for a total of $5,947.56, not including penalties. The oldest delinquent installment was due 12-10-2020 with the most recent being due 4-10-2025. The matter is being handled by foreclosure counsel.
Source: Placer County Tax Collector, compiled by Willdan Financial Services

Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the Reserve Fund established, and perhaps, ultimately, a default in the payment on the Bonds. See “BOND OWNERS’ RISKS.”

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Annual Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “BOND OWNERS’ RISKS.” See also “SECURITY FOR THE BONDS – Rate and Method.”

Value to Special Tax Burden Ratios

The value of the land within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of a Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Taxes. See "SECURITY FOR THE BONDS - Delinquent Payment of Special Tax; Covenant to Commence Superior Court Foreclosure" and ”BOND OWNERS’ RISKS - Bankruptcy Delays." Reductions in District property values due to a downturn in the economy, natural disasters such as earthquakes or floods, stricter land use regulations or other events could have an adverse impact on the security for payment of the Special Taxes.

The Special Tax is levied on each parcel within the District and only the respective individual parcel is responsible for its allocated Special Tax.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

For Fiscal Year 2025-26, the assessed value of property within the District was $2,288,835,789 and the aggregate amount of Bonds ($44,000,000) and overlapping debt ($30,571,411) is $74,571,411*, resulting in a value to lien ratio of approximately 30.69:1* times the principal amount of the Bonds and overlapping debt. This is an average and the value to lien ratios of individual parcels varies. See the following table.

Table 4
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities) - Series 2025 Refunding Bonds
Projected Value to Lien by Development Status and Ownership
Fiscal Year 2025-26

The following table provides additional information regarding the value to lien ratios in the District by ownership.

Development Status [1] / Land Use / Owner	No of Parcels	Planned Units	Non-Res Acres	FY 2025-26 Land Assessed Value	FY 2025-26 Structure Assessed Value	FY 2025-26 Total Assessed Value	FY 2025-26 Maximum Tax	% of Total Maximum Tax	Allocable Debt CFD Bonds [2] *	Overlapping Debt [3]	Total Direct & Overlapping Debt *	Average Value to Lien Ratio *
Developed												
SFR (Individual Homeowners) [4]	4,015	4,015		$523,550,958	$1,720,184,578	$2,243,735,536	$7,261,259	98.36%	$43,276,154	$30,180,293	$73,456,447	30.55
Apartments (Westpark Seniors LP)	1	152		3,388,878	15,373,731	18,762,609	60,627	0.82	361,327	0	361,327	51.93
Commercial (Welltower Propco Group LLC)	1		3.29	3,121,200	21,848,400	24,969,600	25,084	0.34	149,499		520,	47.99
Total Developed	**4,017**	**4,167**	**3.29**	**$530,061,036**	**$1,757,406,709**	**$2,287,467,745**	**$7,346,970**	**99.52%**	**$43,786,980**	**$30,551,095**	**$74,338,075**	**30.77**
Undeveloped												
HDR (St Anton Westpark Affordables LLC) [5]	1	170	0.00	$1,368,044	0	$1,368,044	$35,742	0.48%	$213,020	$20,316	$233,336	5.86
Total Undeveloped	**1**	**170**		**1,368,044**	**0**	**1,368,044**	**35,742**	**0.48%**	**213,020**	**20,316**	**233,336**	**5.86**
Total	**4,018**	**4,337**	**3.29**	**$531,429,080**	**$1,757,406,709**	**$2,288,835,789**	**$7,382,712**	**100.00%**	**$44,000,000**	**$30,571,411**	**$74,571,411**	**30.69**

* Preliminary, subject to change.

(1) Developed Properties are those showing an assessed structure value by the County Assessor. Includes a single parcel owned by W-16 LLC that prepaid in August 2025.

(2) Represents each parcel's allocable share of the *estimated* par amount of the District's Refunding Bonds. Allocable Debt of CFD Bonds is allocated based upon each parcel's share of the District's Fiscal Year 2025-26 Maximum Special Tax.

(3) Overlapping debt liens of the District parcels as of August 1, 2025, as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. One home, which is subject to 0.021% of the District's total Maximum Special Tax is also subject to a PACE lien which is not included in this table.

(4) Represents Single Family Residential Properties.

(5) Planning Area W-27 consists of an undeveloped parcel planned for 170 High Density Residential (HDR) units.

Sources: Land Use and Number of Units - West Roseville Specific Plan; Ownership and FY 2025-26 Assessed Values - Placer County Secured Roll, as compiled by Willdan Financial Services; Maximum Tax - Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Direct Charges placed onto the County's FY 2024-25 Secured Roll related to PACE liens - Placer County Tax Collector.

Table 5
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities) - Series 2025 Refunding Bonds
Projected Value to Lien by Development Status and Land Use
Fiscal Year 2025-26

The following table provides additional information regarding the value to lien ratios in the District by land use.

Development Status [1] / Land Use	No Of Parcels	Planned Units	Non-Residential Acres	FY 2025-26 Land Assessed Value	FY 2025-26 Structure Assessed Value	FY 2025-26 Total Assessed Value	FY 2025-26 Maximum Tax	% of Total Maximum Tax	Allocable Debt CFD Bonds [2]*	Overlapping Debt [3]	Total Direct & Overlapping Debt*	Average Value to Lien Ratio
Developed												
Single Family Residential	4,015	4,015		$523,550,958	$1,720,184,578	$2,243,735,536	$7,261,259	98.36%	$43,276,154	$30,180,293	$73,456,447	30.55
Apartments	1	152		3,388,878	15,373,731	18,762,609	60,627	0.82	361,327	0	361,327	51.93
Commercial	1		3.29	3,121,200	21,848,400	24,969,600	25,084	0.34	149,499	370,802	520,301	47.99
Total Developed	**4,017**	**4,167**	**3.29**	**$530,061,036**	**$1,757,406,709**	**$2,287,467,745**	**$7,346,970**	**99.52%**	**$43,786,980**	**$30,551,095**	**$74,338,075**	**30.77**
Undeveloped												
High Density Residential (W-27) [4]	1	170		$1,368,044	$0	$1,368,044	$35,742	0.48%	$213,020	$20,316	$233,336	5.86
Total Undeveloped	**1**	**170**		**1,368,044**	**0**	**1,368,044**	**35,742**	**0.48%**	**213,020**	**20,316**	**233,336**	**5.86**
Total	**4,018**	**4,337**	**3.29**	**$531,429,080**	**$1,757,406,709**	**$2,288,835,789**	**$7,382,712**	**100.00%**	**$44,000,000**	**$30,571,411**	**$74,571,411**	**30.69**

* Preliminary, subject to change.
(1) Developed Properties are those showing an assessed structure value by the County Assessor. Includes a single parcel owned by W-16 LLC that prepaid in August 2025.
(2) Represents each parcel's allocable share of the *estimated* par amount of the District's Refunding Bonds. Allocable Debt of CFD Bonds is allocated based upon each parcel's share of the District's Fiscal Year 2025-26 Maximum Special Tax.
(3) Overlapping debt liens of the District parcels as of August 1, 2025 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. One home, which is subject to 0.021% of the District's total Maximum Special Tax is also subject to a PACE lien which is not included in this table.
(4) Planning Area W-27 consists of an undeveloped parcel planned for 170 High Density Residential (HDR) units

Sources: Land Use and Number of Units - West Roseville Specific Plan; FY 2025-26 Assessed Values - Placer County Secured Roll, as compiled by Willdan Financial Services; Maximum Tax - Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Direct Charges placed onto the County's FY 2024-25 Secured Roll related to PACE liens - Placer County Tax Collector.

Table 6
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities) - Series 2025 Refunding Bonds
Projected Value to Lien Ratios by Range
Fiscal Year 2025-26

The following table provides additional information regarding the value to lien ratios by range.

Value to lien Ratio Range *	No. of Parcels	FY 2025-26 Assessed Value	FY 2025-26 Maximum Tax	% of Total CFD Bonded Debt	Allocable Debt CFD Bonds (1) *	Overlapping Debt (2) *	Total Direct & Overlapping Debt *	Average Value to Lien Ratio *
50.0:1 or Greater	204	$152,387,987	$380,037	5.15%	$2,264,973	$580,887	$2,845,860	53.55
30.0 to 49.99:1	1,979	1,205,765,289	3,367,216	45.61%	20,068,167	14,177,053	34,245,220	35.21
20.0 to 29.99:1	1,683	859,881,966	3,285,865	44.51%	19,583,329	12,644,884	32,228,213	26.68
10.0 to 19.99:1	146	68,965,331	305,648	4.14%	1,821,623	3,130,384	4,952,007	13.93
5.0 to 9.99:1	5	1,741,116	41,945	0.57%	249,984	24,586	274,570	6.34
3.0 to 4.99:1	1	94,100	2,001	0.02%	11,924	13,617	25,541	3.68
Total	**4,018**	**$2,288,835,789**	**$7,382,712**	**100.00%**	**$44,000,000**	**$30,571,411**	**$74,571,411**	**30.69**

* Preliminary, subject to change.

(1) Represents each parcel's allocable share of the *estimated* par amount of the District's Refunding Bonds. Allocable Debt of CFD Bonds is allocated based upon each parcel's share of the District's Fiscal Year 2025-26 Maximum Special Tax.

(2) Overlapping debt liens of the District parcels as of August 1, 2025 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc. One home, which is subject to 0.021% of the District's total Maximum Special Tax is also subject to a PACE lien which is not included in this table.

Sources: FY 2025-26 Assessed Values - Placer County Secured Roll, as compiled by Willdan Financial Services; Maximum Tax - Willdan Financial Services; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Direct Charges placed onto the County's FY 2024-25 Secured Roll related to PACE liens - Placer County Tax Collector.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. The lien created on the land within the District through the levy of such additional taxes or assessments may be secured on parity with the lien of the Special Tax. In addition, construction loans may be obtained by the homebuilder owners and home loans are likely to be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Set forth below is an overlapping debt table showing the existing authorized indebtedness payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith.

Table 7
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities)
Statement of Overlapping Debt

2024-25 Assessed Valuation: $2,239,561,566 (Land and Improvement)

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	**% Applicable**	**Debt 7/1/25**	
Sierra Joint Community College District School Facilities Improvement District No. 4	2.297%	$ 4,385,425	
Roseville Joint Union High School District General Obligation Bonds	5.216	4,840,245	
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	29.977	18,854,429	
Roseville City School District General Obligation Bonds	8.587	537,913	
City of Roseville Westpark Community Facilities District No. 1	**100.000**	**48,930,000**	(1)
California Statewide Communities Development Authority Assessment District No. 18-02	100.000	2,125,000	
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$79,673,012	
OVERLAPPING GENERAL FUND DEBT:			
Placer County Certificates of Participation	1.987%	$1,455,684	
Roseville Union High School District Certificates of Participation	5.216	3,003,371	
Roseville City School District General Fund Obligations	8.587	464,144	
City of Roseville Certificates of Participation	6.577	848,946	
Placer Mosquito and Vector Control District Certificates of Participation	1.987	25,296	
TOTAL OVERLAPPING GENERAL FUND DEBT		$5,797,441	
COMBINED TOTAL DEBT		$85,470,453	(2)

Ratios to 2024-25 Assessed Valuation:

Direct Debt ($48,930,000)	**2.18%**
Total Direct and Overlapping Tax and Assessment Debt	3.56%
Combined Total Debt	3.82%

(1) Excludes bonds to be sold.
(2) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics.

Property in the District is also subject to an annual non-bonded special taxes of the City's Westpark Community Facilities District No. 2 (Public Services) in an annual maximum special tax amount of $575.16 to $844.45 per low-density or medium-density residential unit, $255.22 to $831.16 per high-density (detached) residential unit, $255.22 per high-density (multifamily) residential unit ($124.22 to $127.61 for affordable units), and $1,595.14 per acre for non-residential uses, each rate subject to a 4% annual escalation commencing with Fiscal Year 2005-06, and (ii) the City's Community Facilities District No. 3 (Municipal Services) in an annual maximum special tax amount of $572.74 per low-density or medium-density residential unit and $383.13 for per high-density unit (maximum tax rate of any affordable unit within CFD No. 3 shall be reduced by 50%) each rate subject to an annual escalation commencing with Fiscal Year 2005-06 by no more than 4% annually. All of the property in the District is also within these service districts. These districts are not authorized to issue bonds. The special tax levy of these service districts will be on a parity to the lien securing the Special Tax. Property in the District is not subject to any other special tax or assessment liens (other than the lien of the Special Tax).

There can be no assurance that the current owners, or any subsequent owner, will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities, however no other special districts are currently contemplated or foreseen by the City.

Private liens, such as deeds of trust securing loans obtained by the owners, or any subsequent owner, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single Family Home

The following table sets forth the estimated total tax burden on a hypothetical $_____ single family home in the District, based on estimated Special Tax rates for fiscal year 2025-26.

Table 8
City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities)
Hypothetical Estimated Total Tax Burden

[to come]

Sources: County of Placer, Willdan Financial Services, California Municipal Statistics, Inc.

BOND OWNERS' RISKS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the Bonds.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax

by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax Revenues. See "–Property Tax Delinquencies" below. For a summary of recent Special Tax collection and delinquency rates in the District, see "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary ad valorem property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds and the possibility of delinquent Special Taxes not being paid in full.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax bills from the County in a timely manner. Delinquencies can also reflect economic difficulties and duress by the property owner. See "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Numerous future delinquencies by the owners of Taxable Property in the District in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax Revenues necessary to pay debt service on the Bonds, which could in turn result in the depletion of the Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the Bonds. See "SECURITY FOR THE BONDS –Reserve Fund," and "THE DISTRICT – Potential Consequences of Special Tax Delinquencies."

Measures to Mitigate Consequences of Continuing Delinquencies. The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure"); and increasing the levy of Special Taxes against non-delinquent property owners in the District, to the extent permitted under the Rate and Method and the Act and to the extent the Special Taxes are not already being levied at the Maximum Annual Special Tax rate. See "THE DISTRICT – Potential Consequences of Special Tax Delinquencies."

Risks Related to Homeowners With High Loan-to-Value Ratios

Any future decline in home values or over-borrowing by homeowners in the District could result in property owner unwillingness or inability to pay mortgage payments, as well as ad valorem property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Payment of Special Tax is Not a Personal Obligation of the Property Owners

Parcel owners in the District are not personally obligated to pay the Special Taxes. Rather, the Special Taxes are an obligation running only against the parcels of Taxable Property. If, after a

default in the payment of the Special Tax and a foreclosure sale by the City, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the affected parcels of Taxable Property, the City has no recourse against the owner.

Property Values

The value of Taxable Property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The following is a discussion of specific risk factors that could affect the value of property in the District.

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes. See "THE DISTRICT – Environmental Conditions."

Other natural disasters could include, without limitation, floods, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Legal Requirements. Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the

condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Wildfires and Fire Insurance

In the past, drought conditions in the State have led to increased risk of wildfire. In particular, certain electrical operators in the State have seen their distribution/transmission lines cause billions of dollars in property damage and the loss of lives. In 2023, as in several prior years, for example, devastating wildfires burned in various communities in California, causing wide-spread damage. In 2025, communities in Los Angeles County, including Pacific Palisades, Malibu and Altadena, experienced widespread devastation from wildfires causing losses of life, thousands of burned homes, and billions of dollars in property damage. Although not located in a very high fire hazard severity zone, no assurance can be given that wildfires will not erupt in the District and negatively impact development of property in the District or willingness and ability to pay property taxes in the future.

On January 16, 2025, Governor Gavin Newsom issued Executive Order N-10-25 (the "Governor's Order") which canceled penalties, costs and interest on overdue property taxes (including special taxes) within certain zip codes affected by the Palisades Fire and the Altadena Fire during calendar year 2025. This type of action could cause a delay in the payment of special taxes by certain property owners in any community facilities districts affected by such an order. Unless the majority of property owners within the community facilities districts pay their special taxes voluntarily or have mortgage impound accounts, it is likely that the community facilities districts will need to draw upon a reserve fund to make debt service payments on outstanding bonds prior to the expiration of the Governor's Order and it is possible that outstanding bonds will experience a payment default. In the event of a major fire or other natural disaster affecting the District, a similar order affecting the District could impact the debt service payment for the Bonds.

Various insurance companies in the State have restricted the availability of fire insurance in the State. Should homeowners within the District be unable to obtain fire insurance, they may not be able to qualify for a mortgage, which in turn may affect the rate of home sales within the District. Although the Merchant Builders report that prospective homeowners have not experienced issues obtaining fire insurance when purchasing homes in the District, no assurance can be given that going forward fire insurance will be readily available to homeowners within the District.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the taxable property in the District, the security only extends to the value of such taxable property that is not subject to priority and parity liens and similar claims.

The table in the section entitled "SPECIAL TAX REVENUE AND VALUE OF PROPERTY WITHIN THE DISTRICT –Overlapping Liens and Priority of Liens" shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of taxable property in the District. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of taxable property in the District. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of such taxable property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property in the District and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a taxable parcel, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE BONDS – Rate and Method."

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the FDIC, the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property

taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Act and a Rate and Method which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from special taxes levied under the Act.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the Bonds.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS –Reserve Fund." The Reserve Fund will be used to pay principal of and interest on the Bonds if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within the District. If the Reserve Fund is depleted (or a Qualified Reserve Fund Credit Instrument is no longer in effect), it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the Bonds under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Annual Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such special tax obligation in the purchase of a parcel of land or a home in the District or the lending of money secured by property in the District. Failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondholder is given the right for the equal benefit and protection of all Bond owners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondholder and will be entitled to exercise all rights and remedies of Bond holders.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including the Merchant Builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2024-25 fiscal year (due April 1, 2026, provided however, for the report due by April 1, 2026 the Official Statement and the City's annual financial statement shall suffice as the Annual Report) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriters in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the **"Rule"**). The specific nature of the information to be contained in the Annual Report or the notices of material events by the City is summarized in "APPENDIX E — Form of Continuing Disclosure Certificate."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

[**Underwriter to review/confirm**]

(1) The Annual Report for Fiscal Year 2019-20 for one series of the City's outstanding bonds did not initially fulfill all content requirements; a remedial filing was done approximately 3 months later.

(2) For its Annual Report for Fiscal Year 2021-22 and 2022-23, while the City filed unaudited financial statements and then its audited financial statements when available, the unaudited financial statements were not timely filed with respect to certain bond issues.

The City believes it has made corrective filings to address the known instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

UNDERWRITING

The Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the Bonds at a price of $_____ (which is equal to the par amount of the Bonds, plus/less a [net] original issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

Fieldman, Rolapp & Associates, Inc. has acted as Municipal Advisor to the City in conjunction with the issuance of the Bonds. The Municipal Advisor has assisted in matters related to the planning, structuring, execution, and delivery of the Bonds. The Municipal Advisor will receive compensation contingent upon the sale and delivery of the Bonds. The Municipal Advisor has not audited, authenticated, or otherwise independently verified the information set forth in this Official Statement, or any other related information available, with respect to accuracy and completeness of disclosure of such information. Because of this limited participation, the Municipal Advisor makes no guaranty, warranty, or other representation with respect to the accuracy or completeness of this Official Statement, or any other matter related to this Official Statement.

LEGAL OPINION

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Jones Hall LLP, as Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for

purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

RATING[S]

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**") has assigned a rating of "___" to the Bonds. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement to the extent deemed not material for investment purposes). Such rating reflects only the view of S&P and an explanation of the significance of such rating and outlook may be obtained only from S&P. There is no assurance that any credit rating given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A

PLACER COUNTY AND CITY OF ROSEVILLE
DEMOGRAPHIC INFORMATION

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the "**City**"), which is located in southwestern Placer County (the "**County**"), California (the "**State**"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2025 was approximately 158,494.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golfland-SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2021 through 2025, as of January 1

Year	City of Roseville	Placer County	State of California
2021	148,851	407,282	39,369,530
2022	151,516	409,924	39,179,680
2023	152,858	410,319	39,228,444
2024	157,304	420,436	39,420,663
2025	158,494	421,446	39,529,101

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("**EBI**") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Roseville	$4,126,395	$66,668
	Placer County	16,085,312	76,947
	State of California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Roseville	$6,165,433	$ 87,539
	Placer County	18,491,490	88,051
	State of California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	$6,996,310	$92,853
	Placer County	19,349,979	91,862
	State of California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Roseville	$7,496,807	$95,863
	Placer County	20,125,715	93,505
	State of California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Roseville	$7,682,133	$96,592
	Placer County	20,632,478	95,193
	State of California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento-Roseville-Folsom MSA was 4.3 percent in May 2025, down from a revised 4.5 percent in April 2025, and above the year-ago estimate of 3.9 percent. This compares with an unadjusted unemployment rate of 4.9 percent for California and 4.0 percent for the nation during the same period. The unemployment rate was 4.4 percent in El Dorado County, 3.7 percent in Placer County, 4.4 percent in Sacramento County, and 4.9 percent in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento MSA (which includes Sacramento, Placer, Yolo and El Dorado Counties) for the calendar years 2019 through 2023.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA
(El Dorado, Placer, Sacramento, Yolo Counties)
Employment by Industry
(March 2023 Benchmark)

	2019	2020	2021	2022	2023
Civilian Labor Force [1]	1,099,300	1,093,500	1,105,400	1,112,100	1,129,200
Employment	1,059,200	996,600	1,034,400	1,069,700	1,080,500
Unemployment	40,100	96,900	71,000	42,400	48,600
Unemployment Rate	3.7%	8.9%	6.4%	3.8%	4.3%
Wage and Salary Employment [2]					
Agriculture	8,700	8,300	9,000	8,600	9,100
Mining and Logging	500	500	500	500	500
Construction	69,400	70,200	74,900	77,100	74,700
Manufacturing	36,800	36,100	37,700	40,600	40,500
Wholesale Trade	28,600	26,600	26,900	28,300	28,500
Retail Trade	100,500	95,100	100,600	100,300	99,000
Transportation, Warehousing and Utilities	32,200	34,300	37,500	40,800	41,600
Information	11,900	10,200	10,100	10,500	9,900
Finance and Insurance	35,200	34,800	34,100	33,000	30,500
Real Estate and Rental and Leasing	17,300	16,900	17,700	18,800	18,400
Professional and Business Services	137,200	132,600	137,200	139,700	134,400
Educational and Health Services	166,600	164,000	168,800	175,600	188,700
Leisure and Hospitality	109,600	83,900	93,600	108,700	112,500
Other Services	35,400	31,000	33,300	36,100	38,300
Federal Government	14,200	14,800	14,500	14,400	14,500
State Government	121,900	121,700	127,300	129,800	134,400
Local Government	105,300	98,900	98,400	102,700	107,400
Total, All Industries [3]	1,031,200	979,800	1,021,900	1,065,400	1,083,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

MAJOR EMPLOYERS
Placer County
(In Alphabetical Order)
July 2025

Employer Name	Location	Industry
Backyard Bar & BBQ	Truckee	Restaurants
City of Roseville	Roseville	Alternative Fuels
City of Roseville California	Roseville	City Government-Executive Offices
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Golf Courses-Miniature
Keller Williams Northeast	Roseville	Real Estate
Northstar California	Truckee	Resorts
Oracle	Rocklin	Software/Application/Platform Publishing
Palisades Tahoe At Alpine Mdws	Alpine Meadows	Skiing Centers & Resorts
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
Pride Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Olympic Valley	Hotels & Motels
Roseville Toyota	Roseville	Automobile Dealers-New Cars
Save Mart Distribution Ctr	Roseville	Distribution Centers (whls)
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
Tasq Technology	Roseville	Importers (whls)
Thunder Valley Casino Resort	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads
Walmart Supercenter	Rocklin	Department Stores
Walmart Supercenter	Roseville	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

The following table shows the principal employers in the City of Roseville, as shown in its Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

PRINCIPAL EMPLOYERS
City of Roseville
As of June 30, 2024

Employer	Percent of Total Employment
Kaiser Permanente	6.42%
Sutter Health Roseville Medical Group	5.59
City of Roseville	1.91
Adventist Health	1.78
Roseville City School District	1.37
Penumbra	1.21
Roseville Joint Union High School	1.19
Flexcare LLC	0.96
PRIDE	0.72
Hewlett-Packard	0.69

Source: City of Roseville Annual Comprehensive Financial Report for Fiscal Year 2023-24.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2019 through 2023.

TOTAL BUILDING PERMIT VALUATIONS
City of Roseville
(Dollars in Thousands)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$265,615.3	$322,748.5	$467,676.3	$420,490.6	$384,082.0
New Multi-family	6,855.8	46,469.0	0.0	1,552.1	86,153.7
Res. Alterations/Additions	16,133.8	5,126.3	39,648.3	5,529.1	26,828.8
Total Residential	288,604.9	374,343.8	507,324.6	427,571.8	497,064.5
New Commercial	24,136.7	23,230.8	16,627.7	40,882.5	48,155.6
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	9,358.1	12,610.6	12,351.9	7,312.1	23,079.0
Com. Alterations/Additions	46,155.6	24,553.9	29,192.0	42,938.9	36,498.8
Total Nonresidential	79,650.40	60,395.3	58,171.6	91,133.5	107,733.4
New Dwelling Units					
Single Family	1,001	1,226	1,860	1,618	1,307
Multiple Family	65	372	0	18	1,547
TOTAL	1,066	1,598	1860	1,636	2,854

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2024-25 assessment roll totaled $110,562,469,152 as compared to the prior year's assessment roll of $97,541,982,124 which reflected a 13.35% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2019 through 2023. Annual figures are not yet available for 2024.

TOTAL BUILDING PERMIT VALUATIONS
Placer County
(Dollars in Thousands)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$693,647.7	$827,822.1	$1,323,114.6	$1,193,148.4	$1,128,885.0
New Multi-family	7,896.7	72,442.8	11,183.1	40,312.6	90,008.1
Res. Alterations/Additions	86,964.2	52,440.8	107,613.1	82,331.3	123,244.1
Total Residential	788,508.6	952,705.7	1,441,910.8	1,315,792.3	1,342,137.2
New Commercial	73,609.7	58,855.0	52,238.1	105,124.2	82,889.3
New Industrial	268.7	25.0	1,155.5	0.0	1,917.2
New Other	110,951.1	76,576.0	73,032.7	116,224.1	143,354.2
Com. Alterations/Additions	78,159.7	49,149.7	58,371.2	80,371.0	89,283.0
Total Nonresidential	262,989.2	184,605.7	184,797.5	301,719.3	317,443.7
New Dwelling Units					
Single Family	2,080	2,552	4,176	3,701	2,959
Multiple Family	71	540	66	351	1,588
TOTAL	2,151	3,092	4,242	4,052	4,547

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable transactions in the City of Roseville during calendar year 2024 were reported to be $5,879,927,661, a 0.73% increase in total taxable transactions of $5,837,083 reported during calendar year 2023.

TAXABLE TRANSACTIONS
City of Roseville
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	3,912	$3,692,180	5,968	$4,425,817
2021	3,623	4,800,774	5,602	5,618,718
2022	3,676	5,056,345	5,847	5,960,761
2023	3,600	4,942,709	5,725	5,837,083
2024	3,683	4,810,379	5,916	5,879,928

Source: State Department of Tax and Fee Administration.

The total taxable sales during calendar year 2024 in Placer County were reported to be $13,328,138,041, a 2.23% increase in the total taxable sales of $13,037,448,166 reported during calendar year 2023.

TAXABLE TRANSACTIONS
Placer County
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	9,165	$7,931,068	15,141	$10,319,123
2021	8,130	9,635,979	13,720	12,632,960
2022	8,201	10,072,596	14,163	13,392,761
2023	7,964	9,627,338	13,787	13,037,448
2024	7,978	9,678,521	13,958	13,328,138

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

_____, 2025

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: $_____ City of Roseville Special Tax Westpark Community Facilities District No. 1 (Public Facilities) Refunding Bonds, Series 2025

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the delivery by the City of the above-referenced bonds (the "Bonds"), issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, *et seq.* (the "Act"), and pursuant to a Fiscal Agent Agreement dated as of _____ 1, 2025 (the "Fiscal Agent Agreement"), by and between the City on behalf of the City of Roseville Westpark Community Facilities District No.1 (Public Facilities) and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the Act, an executed copy of the Fiscal Agent Agreement and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is a charter city duly organized and existing under the laws of the State of California, with power to enter into the Fiscal Agent Agreement, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are legal, valid and binding obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City.

4. Pursuant to the Act, the Fiscal Agent Agreement establishes a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of _____, 2025, is executed and delivered by the CITY OF ROSEVILLE (the "City") in connection with the execution and delivery of its City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025 (the "Bonds").The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The City hereby covenants and agrees as follows:

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means each April 1 following the City's fiscal year end.

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Piper Sandler & Co., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for the 2024-25 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate, provided however, for the report due by April 1, 2026 the Official Statement and the City's annual financial statement shall suffice as the Annual Report. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide a notice of failure to file to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB, and send a copy of such notice to the City.

(c) The Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. This submission should be made with the following caveat:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15C2-12. NO FUNDS OR ASSETS OF THE CITY (OTHER THAN THE PROCEEDS OF THE SPECIAL TAXES LEVIED FOR THE DISTRICT AND SECURING THE BONDS) ARE REQUIRED TO BE USED TO PAY

DEBT SERVICE ON THE BONDS AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following additional items, indicating information as of the previous September 30th, with respect to the Bonds:

(1) Principal amount of Bonds outstanding under the Fiscal Agent Agreement.

(2) Table indicating Special Tax levy, amount collected, delinquent amount and percent delinquent for the most recent year.

(3) Status of foreclosure proceedings and summary of results of foreclosure sales, if available.

(4) Identity of any delinquent taxpayer representing more than 5% of levy and value to lien ratios of applicable properties (using assessed values unless more accurate information is available).

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the City shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event it material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Willdan Financial Services.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is

made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Fiscal Agent, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of City of Roseville Westpark Community Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as Dissemination Agent

By: _____
Name:
Title:

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of

securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer and Agent believe to be reliable, but Issuer and Agent take no responsibility for the accuracy thereof.

FISCAL AGENT AGREEMENT

Between

CITY OF ROSEVILLE

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of _____ 1, 2025

$_____
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

TABLE OF CONTENTS

ARTICLE I
STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 3
Section 1.02. Agreement for Benefit of Bondowners 3
Section 1.03. Definitions 3

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 11
Section 2.02. Terms of Bonds 11
Section 2.03. Redemption 12
Section 2.04. Form of Bonds 14
Section 2.05. Execution of Bonds 14
Section 2.06. Transfer of Bonds 15
Section 2.07. Exchange of Bonds 15
Section 2.08. Bond Register 15
Section 2.09. Temporary Bonds 15
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 16
Section 2.11. Limited Obligation 16
Section 2.12. No Acceleration 16

ARTICLE III
ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds 17
Section 3.02. Application of Proceeds of Sale of Bonds and Collection of Special Tax 17
Section 3.03. Special Tax Fund 18
Section 3.04. Costs of Issuance Fund 18

ARTICLE IV
SPECIAL TAX REVENUES;
BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. 20
Section 4.02. Bond Fund 20
Section 4.03. Reserve Fund 21

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 23
Section 5.02. Limited Obligation 23
Section 5.03. Extension of Time for Payment 23
Section 5.04. Against Encumbrances 23
Section 5.05. Books and Accounts 23
Section 5.06. Protection of Security and Rights of Owners 23
Section 5.08. Private Activity Bond Limitation 24
Section 5.09. Federal Guarantee Prohibition 24
Section 5.10. Collection of Special Tax Revenues 24
Section 5.11. Further Assurances 24
Section 5.12. No Arbitrage 24
Section 5.13. Maintenance of Tax-Exemption 25

Section 5.14. Annual State Reports 25
Section 5.15. Covenant to Foreclose 25
Section 5.16. Continuing Disclosure to Owners 26
Section 5.17. No Additional Bonds 26
Section 5.18. Yield of the Bonds 26

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS;
LIABILITY OF THE CITY
Section 6.01. Deposit and Investment of Moneys in Funds 27
Section 6.02. Rebate of Excess Investment Earnings to the United States 28
Section 6.03. Limited Obligation 28

ARTICLE VII
THE FISCAL AGENT
Section 7.01. Appointment of Fiscal Agent 29
Section 7.02. Liability of Fiscal Agent 29
Section 7.03. Information 31
Section 7.04. Notice to Fiscal Agent 31
Section 7.05. Compensation, Indemnification 32

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT
Section 8.01. Amendments Permitted 33
Section 8.02. Owners' Meetings 33
Section 8.03. Procedure for Amendment with Written Consent of Owners 34
Section 8.04. Disqualified Bonds 34
Section 8.05. Effect of Supplemental Agreement 34
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 35
Section 8.07. Amendatory Endorsement of Bonds 35
Section 8.08. Opinion of Counsel Regarding Supplemental Agreement 35

ARTICLE IX
MISCELLANEOUS
Section 9.01. Benefits of Agreement Limited to Parties 36
Section 9.02. Successor is Deemed Included in All References to Predecessor 36
Section 9.03. Discharge of Agreement 36
Section 9.04. Execution of Documents and Proof of Ownership by Owners .. **Error! Bookmark not defined.**
Section 9.05. Waiver of Personal Liability 37
Section 9.06. Notices to and Demands on City and Fiscal Agent 37
Section 9.07. Partial Invalidity 38
Section 9.08. Unclaimed Moneys 38
Section 9.09. Applicable Law 38
Section 9.10. Conflict with Act 38
Section 9.11. Conclusive Evidence of Regularity 38
Section 9.12. Payment on Business Day 38
Section 9.13. Counterparts 38
Section 9.14. U.S.A. Patriot Act 38

EXHIBIT A FORM OF BOND

[EXHIBIT B PROVISIONS RELATING TO THE RESERVE POLICY]
[EXHIBIT C PROVISIONS REGARDING BOND INSURANCE – IF APPLICABLE]

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (this "Agreement") is made and entered into as of _____ 1, 2025, by and between the City of Roseville, a municipal corporation and charter city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of the City's Westpark Community Facilities District No. 1 (Public Facilities) (the "CFD"), and U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and governs the terms of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025 (the "Bonds").

R E C I T A L S :

WHEREAS, the City Council of the City formed the CFD under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, under the provisions of the Act, on behalf of the CFD, the City in 2015 issued its $67,860,000 principal amount of City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds (the "2015 Bonds") to refinance bonds issued in 2005 and 2006 which financed the costs of facilities constructed and acquired for the CFD (the "Project"); and

WHEREAS, the City wishes to refinance the 2015 Bonds to take advantage of current interest rates; and

WHEREAS, the 2015 Bonds are subject to redemption on any date on or after September 1, 2025, in whole or in part, at a redemption price equal to 100% of the principal amount of the 2015 Bonds to be redeemed, plus accrued interest to the date fixed for redemption, and the City wishes to refinance the 2015 Bonds to take advantage of current interest rates; and

WHEREAS, on _____, 2025, for the primary purpose of refinancing the 2015 Bonds, the City Council adopted Resolution No. 25-_____ (the "Resolution") authorizing the issuance and sale of the Bonds by the City for and on behalf of the CFD pursuant to this Agreement, which special tax bonds shall be issued in a single series; and

WHEREAS, the City has determined that it is in the public interest and for the benefit of the City, the persons responsible for the payment of special taxes and the owners of the Bonds that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the bonds, and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this Agreement, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the City does hereby covenant and agree, for the benefit of the Owners of the Bonds as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year.

"Assistant City Manager" means the Assistant City Manager/Chief Financial Officer of the City, including any person "acting" or serving in such capacity in an "interim" manner, and if

there is no Assistant City Manager/Chief Financial Officer, the Finance Director, Treasurer or Chief Financial Officer of the City or an authorized designee of such official.

"Authorized Officer" means the Assistant City Manager/Chief Financial Officer, Finance Director, City Manager or City Clerk of the City, or any other Person authorized by the City to perform an act or sign a document on behalf of the City for purposes of this Fiscal Agent Agreement.

"Bonds" means the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2025.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2026.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"City" means the City of Roseville, California, and any successor thereto.

"Closing Date" means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of _____, 2025, appointing Willdan Financial Services, in its capacity as initial Dissemination Agent, as originally executed by the City and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.04(A) hereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding

documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, premiums for municipal bond insurance and/or reserve fund insurance, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"District" means the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

"Escrow Agent" means U.S. Bank Trust Company, National Association, or a successor escrow agent appointed pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, dated as of _____ 1, 2025, by and between the City and the Escrow Agent.

"Escrow Fund" means the Escrow Fund established with respect to the 2015 Bonds pursuant to the Escrow Agreement.

"*Fair Market Value*" means, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (A) direct obligations of the Export Import Bank, (B) certificates of beneficial ownership issued by the Farmers Home Administration, (C) participation certificates issued by the General Services Administration, (D) mortgage backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (E) project notes issued by the United States Department of Housing and Urban Development, and (F) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Insurer" means _____.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2024.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or

Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program;

(xiv) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the

Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement: or

(xv) any other lawful investment for City funds.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"2015 Bonds" means the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2015, issued in the original principal amount of $67,860,000.

"2015 Bonds Fiscal Agent" means U.S. Bank Trust Company, National Association, as successor fiscal agent with respect to the 2015 Bonds under the 2015 Bonds Fiscal Agent Agreement.

"2015 Bonds Fiscal Agent Agreement" means the Fiscal Agent Agreement, dated as of August 1, 2015, between the City, for and on behalf of the CFD, and the 2015 Bonds Fiscal Agent.

"Qualified Reserve Fund Credit Instrument" means the Reserve Policy, or an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.03, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in at least the "AA" category (without regard to qualifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 4.03. A change in the rating of the provider of a Qualified Reserve Fund Credit Instrument shall have no impact.

"Record Date" means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Policy" means the municipal bond debt service reserve insurance policy for the Bonds issued by the Insurer on the Closing Date, in an amount equal to ____% of the Reserve Requirement.

"Reserve Requirement" means [[50% of ?]] the 10% of the original principal amount of the Bonds. The City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

"Resolution" means Resolution No. 25-_____ adopted by the City Council of the City on _____, 2025, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 04-439, adopted by the City Council of the City on September 15, 2004, establishing the CFD for the purpose of providing for the financing of certain public facilities in and for such CFD.

"Series" means a series of bonds issued under this Fiscal Agent Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled principal and interest payments and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), excluding any interest in excess of the interest due on the Bonds and any penalties collected in connection with delinquencies or collected in connection with any such foreclosure.

"Special Taxes" means the special taxes levied within the CFD pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. Under and pursuant to the Act, the Bonds in the aggregate principal amount of $_____ shall be issued for the purpose of (a) refunding and defeasing the 2015 Bonds, (b) funding of a portion of the Reserve Requirement, and (c) funding the Costs of Issuance.

Section 2.02. Terms of Bonds.

(A) Form; Denominations. The Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof. Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of Bonds. The Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers may be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The Bonds shall be issued as serial bonds and shall mature and become payable as follows:

Maturity (September 1)	Principal	Interest Rate

(E) Interest. The Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any date on or after September 1, 20____, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(ii) Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
March 1, 2026 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

(iii) Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20___ and September 1, 20___ are subject to mandatory sinking payment redemption in part on September 1, 20___ and September 1, 20___, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The proceeds of any such Prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the Bonds.

The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem Bonds pursuant to subsections A(i) and (A)(ii) not less than 60 days prior to the applicable redemption date and shall provide the Fiscal Agent with a revised sinking fund schedule.

(B) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or

more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

The City shall have the right to rescind any notice of prepayment delivered by the Fiscal Agent prior to the date fixed for prepayment.

(C) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or

at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 or as authorized in any supplemental agreement and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of Bonds.

(a) The proceeds of the purchase of the Bonds by the Original Purchaser in the amount of $_____ (representing the principal of amount of the Bonds, less an underwriter's discount of $_____, plus/less [net] original issue premium/discount of $_____), less $_____ transferred to the Insurer by the Original Purchaser as the premium for the Reserve Policy, (for a total of $_____) shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Transfer to the Escrow Agent for deposit into the Escrow Fund $_____;

(ii) Deposit in the Costs of Issuance Fund $_____;

[[(iii) Transfer to the City for CFD authorized improvements $_____,]]

[(iv) Deposit in the Reserve Fund $_____, equaling _____% of the initial Reserve Requirement.]

(b) In addition to the moneys received under subsection (a), on the Closing Date the City shall cause to be transferred to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) $_____ held by the City in the Special Tax Fund shall immediately be transferred to the Escrow Agent for deposit under and pursuant to the Escrow Agreement;

(ii) $_____ held by the 2015 Bonds Fiscal Agent in the Reserve Fund for the 2015 Bonds, shall be paid to the Fiscal Agent which the Fiscal Agent will immediately transfer to the Escrow Agent for deposit under and pursuant to the Escrow Agreement; and

(iii) Any other moneys held by the 2015 Bonds Fiscal Agent with regard to the 2015 Bonds, shall be immediately transferred to the Bond Fund established hereunder.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Assistant City Manager, the Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025, Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City and any amounts required hereunder to be deposited in the Special Tax Fund. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the City shall withdraw from the Special Tax Fund and transfer: (i) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year, and (ii) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement (including any amounts due under the Reserve Policy).

At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount shall be available to the City to pay Administrative Expenses.

Notwithstanding the above, as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds or as otherwise directed by the City.

After the above transfers have been made, the remaining moneys in the Special Tax Fund shall be free of the pledge for payment of the Bonds and the City may, at the City's discretion, be used for any purpose authorized under the Act.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02(a)(iii). Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate of the City containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent. The

Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate of the City requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. With respect to each such Officer's Certificate, the City certifies that it has reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 2 months, from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Assistant City Manager for deposit by the Assistant City Manager in the Special Tax Fund. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Assistant City Manager for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund, the Reserve Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into the such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent the Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Bond Fund, to the credit of which deposits shall be made as required by Section 3.02, clause (ii) of Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03. In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, however, that if the amounts so transferred under this Section 4.02(B) equal the amount due on the Bonds for the then-current bond year and if there is excess moneys in the Bond Fund, such excess shall be paid to the City upon receiving a request from an Authorized Officer to do so.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Assistant City Manager of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Assistant City Manager such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Assistant City Manager in writing of such fact, and the Assistant City Manager shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent the Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Reserve Fund, to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as cash as provided in Section 3.03(B) and by depositing the Reserve Policy. Moneys and the Reserve Policy in the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds and the Insurer.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) an additional Qualified Reserve Fund Credit Instrument. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City.

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within 5 days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Assistant City Manager.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Assistant City Manager of the amount of the excess and, following any transfer required pursuant to Section 4.03(D) below, shall transfer an amount equal to the excess from the Reserve Fund to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with Section 4.02; provided, however, that to the extent that such excess results from the prepayment of Special Taxes, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created hereunder.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.08. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.09. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Assistant City Manager with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Assistant City Manager shall in no way affect the obligations of the Assistant City Manager under the following two paragraphs. Upon receipt of such notice, the City shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Assistant City Manager, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for the District and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.10. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.11. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which

if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.12. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.13. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Assistant City Manager shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required under Section 53359.5(c) of the Act. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If within 10 days prior to any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner or if the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall make the reports required under Section 4.02(D) hereof.

In addition, not later than January 1, 2026, and at least once a year thereafter, the Assistant City Manager shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) the status of the Project financed by the District.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act.

(D) No Liability. None of the City and its officers, agents and employees, the Assistant City Manager or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 5.14.

Section 5.14. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before October 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that

(a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax for the District levied in such Fiscal Year, then the City will institute, prosecute and pursue such foreclosure proceedings against each parcel in the District for which any installment of the Special Tax is delinquent in the time and manner provided below; or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but property owned by any single property owner in the District is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings against each such property owner in the time and manner provided below.

The City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax on each such parcel, and shall thereafter diligently prosecute and pursue such foreclosure proceedings to judgment and sale in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

Additionally, notwithstanding any of the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Fund is equal to the Reserve Requirement, and (b) there have been no defaults in the payment of debt service on the Bonds.

Section 5.15. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.16. No Additional Bonds. The City covenants not to issue additional Bonds payable from Special Taxes and by the Special Tax Revenues equally and ratably with Bonds previously issued, except that the City may issue bonds to refund all or part of the Bonds.

Section 5.17. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.13 and 6.02 hereof, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS;LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such an Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Assistant City Manager shall be invested by the Assistant City Manager in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent and the City's Finance Director or Assistant City Manager may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Finance Director or Assistant City Manager shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code).

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Assistant City Manager hereunder, provided that the Fiscal Agent or the Assistant City Manager, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Assistant City Manager, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Assistant City Manager shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Assistant City Manager in writing of the amount of the shortfall and the Assistant City Manager shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with

respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay („unavoidable delay‰) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the

Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental

Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City under Section 5.13 and to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

The City shall pay and indemnify the Fiscal Agent against any tax, fee or other charge imposed on or assessed against the Federal Securities deposited pursuant to this Section or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Owners of Outstanding Bonds.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books. Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Assistant City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means

(with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
2222 E. Camelback Road, Suite 110
Phoenix, AZ 85016
Attention: Global Corporate Trust
Fax: (415) 677-3597

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remain unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

Section 9.14. U.S.A. Patriot Act. The City and the District acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Fiscal Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Fiscal Agent. The City and the District agree that they will provide the Fiscal Agent with such information as it may request in order for the Fiscal Agent to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of _____ 1, 2025.

CITY OF ROSEVILLE, a municipal corporation, for and on behalf of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

U.S BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Vice President

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS, SERIES 2025

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
%	September 1, ____	_____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2026 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association in San Francisco, California, as fiscal agent (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by (the "Resolution") of the City Council of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the

purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____ 1, 2025, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in Improvement Area No. 1 of the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any date on or after September 1, 20____, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among series and maturities as will be specified by the City and by lot within a maturity, or any Interest Payment Date at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The proceeds of any such Prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the Bonds.

The Bonds maturing September 1, 20___ and September 1, 20___ (the "Term Bonds") are subject to mandatory sinking payment redemption in part on September 1, 20___ and September 1, 20___, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form

and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Clerk

FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2025

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Fiscal Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

PROVISIONS RELATING TO RESERVE POLICY

EXHIBIT C

[PROVISIONS REGARDING BOND INSURANCE – IF APPLICABLE]

$_____
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

BOND PURCHASE AGREEMENT

_____, 2025

City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the City of Roseville (the "**City**") for its Westpark Community Facilities District No. 1 (Public Facilities) (the "**Community Facilities District**"), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "**Fiscal Agent Agreement**"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025 (the "**Bonds**"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto.

B. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, plus net original issue premium of $_____, less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices

(or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "**Community Facilities District Act**" or the "**Act**"). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the "**Resolution**"), adopted by its City Council (the "**City Council**") on behalf of the Community Facilities District, on _____, 2025.

The proceeds of the Bonds shall be used to: (i) refund the Community Facilities District's outstanding City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2015 (the "**Prior Bonds**"), (ii) establish a debt service reserve fund for the Bonds, and (iii) pay the costs of issuing the Bonds.

C. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

D. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Fieldman, Rolapp & Associates, Inc. (the "**Municipal Advisor**"), as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

E. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated [POS Date], relating to the Bonds, which, together

with the cover page, inside cover page and appendices thereto is herein called the "**Preliminary Official Statement**." By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the "**Official Statement**") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall LLP, Bond Counsel and Disclosure Counsel (herein called "**Bond Counsel**"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

F. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the "**City Continuing Disclosure Certificate**"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

G. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Mateo, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company's ("**DTC**") FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on [Closing Date] (the "**Closing Date**"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (B) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

H. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Mateo, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "**State**"), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the "**Community Facilities District Formation Resolution**" and, together with the Resolution, the "**Community Facilities District Resolutions**") and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the "**Ordinance**"), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien (the "**Notice of Special Tax Lien**") (the Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the "**City Documents**."

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. To the best of the City's knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not

misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to

perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City's knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City

has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The issuance of the Bonds complies with the City's "Local Agency Goals and Policies for Community Facilities Districts," pursuant to Section 53312.7 of the Act.

V. The total interest cost to maturity on the Bonds plus the principal amount of such Bonds is less than the total remaining interest cost to maturity on the Prior Bonds plus the outstanding principal amount of such Prior Bonds.

W. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to

the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the

Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix F – THE BOOK ENTRY SYSTEM), "SECURITY FOR THE BONDS," "LEGAL OPINION," "TAX MATTERS" and in Appendices C and D to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. Defeasance Opinion. An opinion of Bond Counsel, addressed to the Underwriter, dated the date of Closing, as to the effective defeasance of the Prior Bonds in form and substance acceptable to the Underwriter;

8. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

9. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

10. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

11. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

12. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

13. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall LLP, as disclosure counsel ("**Disclosure Counsel**"), in form and substance acceptable to the Underwriter;

14. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

15. Special Tax Administrator Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;

16. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

17. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

18. Specimen Bonds. Copies of the Specimen Bonds;

19. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix G hereto;

20. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

21. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

22. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

23. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

24. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such

financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix G, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Appendix A attached hereto. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply

with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER SANDLER & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF ROSEVILLE

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX REFUNDING BONDS, SERIES 2025]

APPENDIX A

$_____
CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
2040							
2041							
2042							

(T) Term Bond.
(C) Priced to optional call at [par] on September 1, 20__.
* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF CITY ATTORNEY

[Closing Date]

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245
Attention: Public Finance

City of Roseville
Westpark Community Facilities District No. 1
(Public Facilities)
311 Vernon Street
Roseville, California 95678

Re: City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the "City") and counsel for the Westpark Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District"), in connection with the purchase and sale of the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025 (the "Bonds"). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and between Piper Sandler & Co. (the "Underwriter") and the City, the Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"), the City Continuing Disclosure Certificate, dated [Closing Date], by and between the Fiscal Agent and the City (the "City Continuing Disclosure Certificate"), the Preliminary Official Statement, dated [POS Date], relating to the Bonds (the "Preliminary Official Statement"), the Official Statement, dated [BPA Date], relating to the Bonds (the "Official Statement"), Resolution No. 25-____ adopted by the City Council of the City on [POS Date] ("Bond Resolution"), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the "Bond Documents." Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a

breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Roseville (the "City"), the City Council (the "City Council") of which is the Legislative Body for Westpark Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the "Bonds"). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated [BPA Date], by and between the City and Piper Sandler & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to

state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ROSEVILLE

By: _____

Its: _____

APPENDIX D

FISCAL AGENT'S CERTIFICATE

The undersigned is an authorized officer of U.S. Bank Trust Company, National Association (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "Fiscal Agent Agreement"), between the City and the Bank, as Fiscal Agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Piper Sandler & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of

America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

[Closing Date]

City of Roseville
Westpark Community Facilities District No. 1 (Public Facilities)
Roseville, California 95678

Piper Sandler & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

Re: City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2025

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank Trust Company, National Association, a national banking association (the "Bank") in connection with the execution by the Bank of the Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "Fiscal Agent Agreement"), between the City and the Bank, as Fiscal Agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.

2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

CERTIFICATE OF SPECIAL TAX ADMINISTRATOR

The undersigned hereby states and certifies:

1. That he/she is an authorized officer of Willdan Financial Services, Inc. (the "Special Tax Administrator") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Administrator is familiar with the Rate and Method of Apportionment of Special Tax (the "Rate and Method") as set forth in Appendix B to the Official Statement dated [BPA Date], for the City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) (the "Community Facilities District") Special Tax Refunding Bonds, Series 2025 (the "Bonds"). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

3. That the Special Taxes (net of a 1% administration charge of the County of Placer (the "County Charge")), if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and projected annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax (net of the County Charge), if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of $_____ for Fiscal Year 2025-26 (subject to inflation at 2.00% for each subsequent Fiscal Year beginning with Fiscal Year 2026-27), assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Administrator for use in the Official Statement is believed to be true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled "SECURITY FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax," "SPECIAL TAX REVENUE AND VALUE OF PROPERTY WITHIN THE DISTRICT," "APPENDIX B," including the tables sourced to the Special Tax Administrator, and the other data provided by the Special Tax Administrator and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a

material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

WILLDAN FINANCIAL SERVICES

By: _____

Title: _____

APPENDIX G

CITY OF ROSEVILLE
WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2025

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Piper") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

PIPER SANDLER & CO.

By: _____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

City Council Communication

Meeting Date: 9/17/2025
Item #: VIII.16
File #: 0101-02
Item ID: 2025-602

Title:	Direction on City Council Compensation
Contact:	Joseph Speaker 916-774-5325 jspeaker@roseville.ca.us

SUMMARY

Staff recommends City Council provide direction on a possible Charter amendment related to authorizing the voters to adjust City Council compensation—which was most recently increased 25 years ago to $600/month ($650 for the mayor)—including proposed language.

RECOMMENDATION

Staff recommends City Council provide direction on a possible Charter amendment related to authorizing the voters to adjust City Council compensation—which was most recently increased 25 years ago to $600/month ($650 for the mayor)—including proposed language.

BACKGROUND

The City of Roseville is a “full service” city (meaning it has its own utilities, police, fire, parks, libraries, etc.) with a Council-Manager form of government, in which responsibilities are vested in the City Council and the City Manager. In this form of government, the City Council’s role is that of a legislative policy-making body, which determines not only the local laws that regulate community life, but also determines public policy and gives direction to the City Manager and City Attorney.

Roseville’s five (5) City Councilmembers serve the entire city through a district-based system, where they are elected by districts every four (4) years. The Roseville City Council represents all of Roseville’s over 150,000 residents. The Roseville City Council is compensated at $600 a month, with the Mayor receiving an additional $50 a month, for a total of $650 per month.

In California, a city is either a charter city or a general law city. General law cities derive their powers from general laws enacted by the state legislature. Charter cities, on the other hand, derive their powers directly from the California Constitution, subject to limitations in their respective charters and the legislature.

Roseville Charter and Previous Charter Review Commission

Roseville is a California charter city, meaning its city Charter serves as the authority for much of its operations. City Council compensation is expressly provided for in the Roseville Charter, under Article III, §3.05. That section currently reads:

a. The council may enact an ordinance providing that each member of the council shall receive a salary, the amount of which shall be determined by the following schedule:

1. *If the City's population is between 50,000 and 75,000 persons, inclusive, the salary shall be five hundred dollars ($500) per month for each councilmember, and the mayor shall receive an additional amount of fifty dollars ($50) per month.*
2. *If the City's population exceeds 75,000 persons, the salary shall be six hundred dollars ($600) per month for each councilmember and the mayor shall receive an additional fifty*

dollars ($50) per month.

b. Councilmembers may, upon order of the council, be reimbursed for reasonable and necessary expenses actually incurred in the service of the City.

This current Charter language was approved by the voters 25 years ago in the 2000 General Election. The salaries indicated above were established based on salaries provided in the California Government Code, as it existed in 2000 when the population was approximately 75,000 people.

At least every ten (10) years, the Roseville Charter is reviewed by an appointed citizen led Charter Review Commission. The topic of City Council compensation was specifically brought up in the 2010 and 2020 reviews. Specifically, at the last Charter Review Commission (2020) the then Charter Review Commission recommended the City Council place a measure on the 2020 General Election ballot increasing the City Council compensation based on a population-based calculation, taking into consideration surrounding jurisdictions. Despite the recommendation, the then City Council decided not to place the measure on the ballot, citing it was not the right time fiscally. A recommendation was made at the meeting that it be revisited in the future.

Because City Council compensation is expressly enumerated in the Roseville Charter, any change to the compensation would require a Charter amendment, which requires a majority vote of the voters.

Changes in State Law

As was stated above, the current salaries in the Roseville Charter were established based on salaries provided in the California Government Code, as it existed in 2000 (25 years ago).

In contrast to charter cities, general law cities must follow California Government Code §§36501-36525 as it relates to establishing city council salaries. Government Code § 36516 specifically sets caps on city council salaries, based on population size.

In 2000, when the Roseville voters approved the current Roseville Charter language and set $600 per month for a City Councilmember and $650 per month for the Mayor, the then version of Government Code § 36516 established $600 per month as the salary for a city councilmember in a city with a population from 75,000-150,000 (which was Roseville's population at the time). The voters back then tied salaries to those set for general law cities of similar size.

Last year, the California legislature updated Government Code § 36516, for the first time since 1984, via SB 329. The State specifically stated that increasing compensation would help attract individuals from across different income levels to serve the public and support their families. The new changes took effect on January 1, 2024, for general law cities. While SB 329 does not apply directly to charter cities, it has sparked many jurisdictions throughout the State adjusting city council compensation, taking into account the new State law salary amounts.

As of January 1, 2024, the new salary amounts in Government Code § 36516 are as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.

The new State law also allows for annual adjustment of the greater of 1) up to a five percent (5%) annual increase, or 2) an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index, up to no more than ten percent (10%) for a calendar year.

Direction from Council at February 28, 2024 Strategic Planning Workshop, March 20, 2024, and June 5, 2024 City Council Meetings

City Council's Strategic Planning Workshop February 28, 2024
Because of the above changes in State law prompting many jurisdictions to evaluate their city council compensation, the prior 2020 Charter Review Commission recommendation to increase City Council compensation, the fact compensation has not been adjusted since 2000, and the then upcoming 2024 General Election, staff raised the issue of City Council compensation during the public City Council Strategic Planning Workshop on February 28, 2024.

Specifically, staff asked for direction from City Council on whether to bring back an item at a City Council meeting to discuss whether or not to pursue a change in City Council compensation. City Council advised they would like more information and specifically requested a presentation at a City Council meeting on what other jurisdictions pay their city councils and governing bodies.

March 20, 2024 City Council Meeting
At the March 20, 2024, City Council meeting, staff presented the changes in state law related to maximum compensation for councilmembers in general law cities. Based on changes in state law, councilmembers in general law cities with a population size similar to Roseville (150,000 to 250,000), could now receive up to $2,550 per month in salary. Based on this change in the law related to general law cities, staff sought direction from the City Council with regard to whether Council wanted to place a Charter amendment on the ballot for the November 2024 General Election to ask the voters to adjust Council compensation and, if so, what they wanted that Charter amendment to look like.

After a robust discussion and details on council compensation from various other agencies in the region and around the state (including other "full service" cities), Council directed staff to come back with proposed Charter language that:

1. Defaulted to the maximum limits under state law for a general law city of similar population size;
2. Provided for an automatic inflationary adjustment each year;
3. Allowed the compensation to be adjusted in the future through an ordinance amendment requiring at least two public meetings, rather than a Charter amendment;
4. Had the new compensation amount be effective immediately upon voter approval, and

for future changes upon ordinance adoption.

June 5, 2024 City Council Meeting
Staff returned to City Council at the June 5, 2024, City Council meeting with proposed Charter language that incorporated the comments from the March 20, 2024 City Council meeting. Staff provided several draft language options, with two options ultimately rising to the top of the discussion. The two (2) options were:

Option 1): Draft language that defaulted to the maximum limits under state law for a general law city of similar population size ($2,550 per month), provided for an automatic inflationary adjustment each year, allowed the compensation to be adjusted in the future through an ordinance amendment requiring at least two public meetings (rather than a Charter amendment going to voters), and have the new compensation amount be effective immediately upon voter approval, and for future changes, upon ordinance adoption. This language read:

§ 3.05 Compensation of council members and mayor.
a. Each councilmember shall receive the monthly salary allowed for general law cities as set forth in California Government Code section 36516, as it now exists or may hereafter be amended. The salary of councilmembers shall adjust each calendar year based on the inflationary percentage methodology provided in California Government Code section 36516. The council may adopt an ordinance modifying the compensation of each councilmember, so long as such modification is consistent with California Government Code section 36516. Any ordinance establishing such salary by the council shall be effective thirty (30) days after the last of at least two (2) open session regular meetings of the council.

b. Councilmembers may be reimbursed for the reasonable and necessary expenses incurred in the service of the City. Such reasonable expenses shall not be included for purposes of determining salary under section (a) above.

Option 2): Draft language that incorporated our existing Charter language and structure, but with updated population and dollar amounts to be selected by Council. This option did not have an automatic inflator and would require any future increases to go to the voters for a Charter amendment. This language read:

§ 3.05 Compensation of council members and mayor.
a. The council shall receive a salary, the amount of which shall be no more than the amounts determined by the following schedule:

1. If the City's population is between 75,000 and 150,000 persons, the salary shall be [$] per month for each councilmember.
2. If the City's population exceeds 150,000 persons, the salary shall be [$] per month for each councilmember.

b. Population shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the California Department of Finance.

c. Councilmembers may be reimbursed for the reasonable and necessary expenses incurred in the service of the City. Such reasonable expenses shall not be included for purposes of determining salary under section (a) above.

Ultimately, the majority of City Council members decided an increase in compensation was

needed (though there was a split between Option 1 and Option 2), but a majority felt that it was not the right time back in June of 2024 for the increase. This majority cited the pending Placer County Transportation Sales Tax measure that was slated for the November 2024 ballot, the 2024 Presidential Election, and the then short time frame to meet the 2024 ballot deadlines. The majority of the Council requested staff revisit this issue in the future, with some asking for this on the November 2026 General Election ballot.

In an effort to provide ample time for discussion and to meet any ballot deadlines for the November 2026 General Election, staff is bringing this item back now to start those discussions and seek City Council direction.

Since June 2024, several of the cities that staff surveyed for council compensation data have increased their council's compensation. An updated chart reflecting cities and counties surveyed and current compensation data is provided in Exhibit A to this staff report. All jurisdictions noted in green on Exhibit A are agencies that the City of Roseville has utilized to evaluate compensation data in the past. Roseville's current council compensation now ranks the third lowest in jurisdictions surveyed (tied for 18th out of 20).

FISCAL IMPACT

There is no fiscal impact associated with this request for direction, however any Charter amendment would have costs associated with the General Election process and any increased compensation costs, if approved.

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 request for direction 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,
Joseph Speaker, Assistant City Attorney

Michelle Sheidenberger, City Attorney

ATTACHMENTS:

1. Exhibit A Compensation Ranking Chart 8.13.25

REVIEWERS:

Joseph Speaker, City Attorney Department	Created/Initiated - 8/13/2025
Gretchen Hakala, City Attorney Department	Approved - 8/14/2025
Michelle Sheidenberger, City Attorney Department	Approved - 8/15/2025

Gretchen Hakala, City Attorney Department	Approved - 8/18/2025
Katrina Six, City Clerk Department	Approved - 8/18/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/21/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/25/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/10/2025
Dominick Casey, City Clerk Department	Approved - 9/10/2025
Katrina Six, City Clerk Department	Final Approval - 9/10/2025

Rank **(Highest to Lowest)**	**City/County**	**Compensation Mayor (M)** **Councilmember (C)**	**Population** **(1/1/25 CA Dept. of Finance Data)**	**Charter City (C)**
1	Sacramento County	**$15,296 /month, $183,556 annual (M and C)**	1,604,745	C
2	Placer County	**$9,545.47 /month, $114,545.60 annual ($55.07 /hour)**	421,446	C
3	Sacramento	**$9,277 /month, $111,324 annual (C)** **$15,372 /month $184,464 annual (M)**	527,979	C
4	Elk Grove	**$2,550 /month, $30,600 annual (M and C)**	182,842	
5	Modesto	**$4,500 /month, $54,000 annual (M)** **$2,500 /month, $30,000 annual (C)**	219,765	C
6	Santa Clara	**$2,625 /month, $31,500 (M)** **$2,100 /month, $25,200 annual (C)**	134,587	C
7	Chico	**$1,900 /month, $22,800 annual (C)** **$2,280 /month, $27,360 (M)**	113,847	C
8	Citrus Heights	**$1,900 /month, $22,800 per year (M and C)**	86,280	
9	Lodi	**$1,600 /month, $19,200 annual (M and C)**	67,093	
9	Palto Alto	**$1,600 /month, $19,200 annual (M and C)**	68,794	C
9	West Sacramento	**$1,600 /month, $19,200 annual (M and C)**	55,403	
12	Fairfield	**$1,560 /month, $18,720 annual (M)** **$1,300 /month, $15,600 annual (C)**	120,720	

13	Davis	**$1,366 /month, $16,392 annual (M and C)**	65,423	
14	Vacaville	**$829 /month, $9,948 annual (M and C)**	103,181	
15	Rocklin	**$685 /month, $8,220 annual (M and C)**	73,172	
16	Lincoln	**$705 /month, $8,460 annual (M)** **$655 /month, $7,860 annual (C)**	54,520	
17	Folsom	**$630 /month, $7,560 annual (C)** **$730 /month, $8,760 annual (M)**	92,577	C
18	Roseville	**$600 /month, $7,200 annual (C)** **$650 /month, $7,800 annual (M)**	158,494	C
19	Redding	**$600 /month, $7,200 annual (M and C)**	93,534	
20	Auburn	**$300 /month, $3,600 annual (M and C)**	13,286	

City Council Communication

Meeting Date: 9/17/2025
Item #: VIII.17
File #: 0709
Item ID: 2025-639

Title:	Prohousing Designation - Draft Application Renewal
Contact:	Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

SUMMARY

Staff recommends Council receive a presentation on the draft application for the renewal of the City's Prohousing Designation. There is no fiscal impact on the City's General Fund.

RECOMMENDATION

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

BACKGROUND

The State of California's 2019–2020 Budget Act provided for the creation of a statewide Prohousing Designation Program. On July 1, 2021, the California Department of Housing and Community Development (HCD) established the Prohousing Designation Program pursuant to California Government Code §65589.9. The Program creates incentives for cities and counties that are compliant with Housing Element requirements and can demonstrate that they have enacted Prohousing Policies in four category areas: Favorable Zoning and Land Use, Acceleration of Housing Production Timeframes, Reduction of Construction and Development Costs, and Providing Financial Subsidies.

Roseville was one of the first ten jurisdictions in the state to receive a Prohousing Designation in 2022, and our designation is now set to expire at the end of 2025. The City is proposing to reapply for this designation because it includes the following benefits:

- Additional points on applications for various competitive state grants, including grants for improvements to water lines, sewer lines, and other infrastructure; transit funding; and congestion reduction and safety improvement projects.
- Additional points for affordable housing developers on their grant applications for funding.

Reapplying gives the City credit for the pro-housing programs and policies the City already has in place, ensuring the City remains competitive when seeking grant funding for community improvements. Grant programs which offer priority processing or funding points include: Affordable Housing and Sustainable Communities, Infill Infrastructure Grant, Transformative Climate Communities, Solutions for Congested Corridors, Local Partnership Program, Transit and Intercity Rail Capital Program, and the Sustainable Transportation Planning Grant Program.

To be awarded a Prohousing Designation, jurisdictions must complete an application and provide documentation of their policies, publish the application for a 30-day public review period, and hold an informational workshop. The City's draft application was published for a 30-day review period which closes at 5 p.m. on September 29, 2025; the application is available for review at roseville.ca.us/prohousing and a physical copy is available at 311 Vernon Street in the Permit Center, and upon request. Flyers have been

posted at City libraries in both English and Spanish language, an email announcing the release of the draft was distributed to the Housing Element listserve, and announcements were made on the City's social media platforms.

The purpose of this workshop is to describe HCD's Prohousing Designation Program and the City's draft application and provide an opportunity for questions and comments from the public.

FISCAL IMPACT

No formal action is requested by City Council. Therefore, this agenda item has no fiscal impact on 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. This is an informational workshop that involves no formal or discretionary action, and therefore is not a project as defined by CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Lauren Hocker, Senior Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Public Review Draft Prohousing Application - Roseville

REVIEWERS:

Lauren Hocker, Development Services - Planning	Created/Initiated - 8/26/2025
Greg Bitter, Development Services Department	Approved - 8/26/2025
Mike Isom, Development Services Department	Approved - 8/26/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/5/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

Prohousing Designation Program Application



State of California
Governor Gavin Newsom

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Megan Kirkeby, Deputy Director
Division of Housing Policy Development

651 Bannon Street
Sacramento, CA 95811

Website: http://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program
Email: ProhousingPolicies@hcd.ca.gov

February 2025

Prohousing Designation Program Application Package Instructions

The applicant is applying for a Prohousing Designation under the Prohousing Designation Program ("**Prohousing**" or "**Program**"), which is administered by the Department of Housing and Community Development ("**Department**") pursuant to Government Code section 65589.9.

The Program creates incentives for Jurisdictions that are compliant with State Housing Element Law and that have enacted Prohousing Policies. These incentives will take the form of additional points or other preference in the scoring of applications for competitive housing and infrastructure programs. The administrators of each such program will determine the value and form of the preference.

In order to be considered for a Prohousing Designation, the applicant must accurately complete all sections of this application, including any relevant appendices. The Department reserves the right to request additional clarifying information from the applicant.

This application is subject to Government Code section 65589.9 and to the regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) adopted by the Department in promulgation thereof ("**Regulations**"). All capitalized terms in this application shall have the meanings set forth in the Regulations.

All applicants must submit a complete, signed application package to the Department, in electronic format, in order to be considered for a Prohousing Designation. Please direct electronic copies of the completed application package to the following email address: ProhousingPolicies@hcd.ca.gov.

A complete application will include all items identified in the Application Checklist.

In relation to **Appendix 1**, the Formal Resolution for the Prohousing Designation Program, please use ~~strikethrough~~ and underline if proposing any modifications to the text of the Resolution. Please be aware, any sustentative deviations from the Formal Resolution may result in an incomplete application and will likely be subject to additional internal review and potential delays.

Appendix 2, the Proposed Policy Completion Schedule, applies only if an application includes proposed policies.

Appendix 3, Self-Scoring Sheet and Sample Self-Scoring Sheet, includes a blank template to be completed by the applicant as part of the application, as well as a Sample Self-Scoring Sheet with an example of how this template may be completed.

Appendix 4 lists examples of Prohousing Policies with enhancement factors to aid applicants in understanding how enhancement factors may be applied.

Appendix 5 provides a sample template to assist applicants with confirming the treatment of homeless encampments within the jurisdiction is consistent with USICH's "7 Principles for Addressing Encampments."

Appendix 6 provides a checklist to confirm that a Diligent Public Participation Process was conducted.

Appendix 7 is where the applicant will include any additional information and supporting documentation for the application.

If you have questions regarding this application or the Program, or if you require technical assistance in preparing this application, please email ProhousingPolicies@hcd.ca.gov.

Note: The checklist will be completed once these actions are complete.

Application Checklist

	Yes	No
Application Information	☒	☐
Certification and Acknowledgement	☒	☐
The Legislative Information form is completed.	☒	☐
The Threshold Requirements Checklist is completed.	☒	☐
A duly adopted and certified Formal Resolution for the Prohousing Designation Program is included in the application package. (See **Appendix 1** for the Formal Resolution for the Prohousing Designation Program form.)	☐	☐
If applicable, the Proposed Policy Completion Schedule is completed. (See **Appendix 2**.)	☐	☐
The Self-Scoring Sheet is completed. (See **Appendix 3** for the Self-Scoring Sheet and the Sample Self-Scoring Sheet.)	☒	☐
One-page summary describing consistency with the 7 Principles for Addressing Encampments is completed. (See **Appendix 5** for a template to assist.)	☒	☐
The checklist confirming that a Diligent Public Participation process was conducted. (See **Appendix 6** for the template.)	☐	☐
Additional information and supporting documentation (Applicant to provide as **Appendix 7**.)	☒	☐

Application Information

Applicant (Jurisdiction):	City of Roseville
Applicant Mailing Address:	311 Vernon Street
City:	Roseville
ZIP Code:	95678
Website:	www.roseville.ca.us
Authorized Representative Name	Mike Isom
Authorized Representative Title:	Development Services Director
Phone:	916-774-5276
Email:	misom@roseville.ca.us
Contact Person Name:	Lauren Hocker
Contact Person Title:	Senior Planner
Phone:	(916) 774-5272
Email:	lhocker@roseville.ca.us
Total Self-Score (Based on Appendix 3):	50

Note: The certification will be completed once all actions are complete.

CERTIFICATION AND ACKNOWLEDGMENT

As authorized by the Formal Resolution for the Prohousing Designation Program (Resolution No.), which is attached hereto and incorporated by reference as if set forth in full, I hereby submit this full and complete application on behalf of the applicant.

I certify that all information and representations set forth in this application are true and correct.

I further certify that any proposed Prohousing Policy identified herein will be enacted within two (2) years of the date of this application submittal.

I acknowledge that this application constitutes a public record under the California Public Records Act (Gov. Code, § 6250 et seq.) and is therefore subject to public disclosure by the Department.

Signature: _____

Name and Title: Mike Isom, Development Services Director

Date: _____

Legislative Information

District	Number	Legislators Name(s)
State Assembly District	5	Joe Patterson
State Senate District	6	Roger Niello

Applicants can find their respective State Senate representatives at https://www.senate.ca.gov/, and their respective State Assembly representatives at https://www.assembly.ca.gov/

Rev 2/3/25

Threshold Requirements Checklist

The applicant meets the following threshold requirements in accordance with Section 6604 of the Regulations:

	Yes	No
The applicant is a Jurisdiction.	☒	☐
The applicant has adopted a Compliant Housing Element.	☒	☐
The applicant has submitted or will submit a legally sufficient Annual Progress Report prior to designation.	☒	☐
The applicant has completed or agrees to complete, on or before the relevant statutory deadlines, any rezone program or zoning that is necessary to remain in compliance with Government Code sections 65583, subdivision (c)(1), and 65584.09, subdivision (a), and with California Coastal Commission certification where appropriate.	☒	☐
The applicant is in compliance, at the time of the application, with applicable state housing law, including, but not limited to those included in Government Code section 65585, subdivision (j); laws relating to the imposition of school facilities fees or other requirements (Gov. Code, § 65995 et seq.); Least Cost Zoning Law (Gov. Code, § 65913.1); Permit Streamlining Act (Gov. Code, § 65920 et seq.); and provisions relating to timeliness of CEQA processing by local governments in Public Resources Code sections 21080.1, 21080.2, and 21151.5(a).	☒	☐
The applicant further acknowledges and confirms that its treatment of homeless encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness and that it has submitted a one-page summary to the Department demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments," (June 17, 2022 update), hereby incorporated by reference.	☒	☐
The applicant has duly adopted and certified, by the applicant's governing body, a Formal Resolution for the Prohousing Designation Program, which is hereby incorporated by reference. (A true and correct copy of the resolution is included in this application package.)	☒	☐

Scoring Criteria
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total and income category. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones in a manner that exceeds the requirements of SB 9 (Chapter 162, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7).	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total and income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	2
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law, (Gov. Code, §§ 65852.2, 65852.22) (e.g., permitting more than one converted ADU; one detached, new construction ADU; and one JADU per single-family lot), and in a manner that exceeds the requirements of SB 9 (Chapter 192, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7). These policies shall be separate from any qualifying policies under Category (1)(B).	2
1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p).	2
1G	Zoning or incentives that are designed to increase affordable housing development in a range of types, including, but not limited to, large family units, Supportive Housing, housing for transition age foster youth, and deep affordability targeted for Extremely Low-Income Households in all parts of the Jurisdiction, with at least some of the zoning, other land use designation methods, or incentives being designed to increase affordable housing development in higher resource areas shown in the TCAC/HCD Opportunity Map, and with the Jurisdiction having confirmed that it considered and addressed potential environmental justice issues in adopting and implementing	2

	this policy, especially in areas with existing industrial and polluting uses.	
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	1
1J	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a Housing Sustainability District, as defined in Government Code section 66200.	1
1K	Establishment of an inclusionary housing program requiring new developments to include housing affordable to and reserved for low- and very low-income households, consistent with the requirements of AB 1505 (Chapter 376, Statutes of 2017, Gov. Code, § 65850.01).	1
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production.	1

Scoring Criteria
Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing.	3
2B	Acceleration of Housing Production through the establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permitting processes that take less than four months to complete. Policies under this category must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2
2F	Priority permit processing or reduced plan check times for homes affordable to Lower-Income Households.	2
2G	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2H	Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.	1
2K	Establishment of a standardized application form for all entitlement applications.	1
2L	Documented practice of publicly posting status updates on project permit approvals on the internet.	1
2M	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to category (2)(E) are not eligible for points under this category.	1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Scoring Criteria
Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees).	3
3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	2
3C	Adoption of other fee reduction strategies separate from Category (3)(A), including fee deferrals and reduced fees for housing for persons with special needs. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable impact fees and commercial linkage fees).	1
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other forms of social housing) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes, creation of on-street parking for bikes, transit-related improvements, or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households.	1
3I	Other policies not described in Categories (3)(A)-(H) of this section that quantifiably reduce construction or development costs.	1

Scoring Criteria
Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of a housing fund or contribution of funds towards affordable housing through proceeds from approved ballot measures.	2
4B	Establishment of local housing trust funds or collaboration on a regional housing trust fund, which include the Jurisdiction's own funding contributions. The Jurisdiction must contribute to the local or regional housing trust fund regularly and significantly. For the purposes of this Category, "regularly" shall be defined as at least annually, and "significant" contributions shall be determined based on the impact the contributions have in accelerating the production of affordable housing. Help – d	2
4C	Demonstration of regular use or planned regular use of funding (e.g., federal, state, or local) for preserving assisted units at-risk of conversion to market rate uses and conversion of market rate uses to units with affordability restrictions (e.g., acquisition/rehabilitation). For the purposes of this category, "regular use" can be demonstrated through the number of units preserved annually by utilizing this funding source.	2
4D	Provide grants or low-interest loans for ADU/JADU construction affordable to Lower- and Moderate-Income Households.	2
4E	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income Households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4F	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower-Income Households.	2
4G	Prioritization of local general funds to accelerate the production of housing affordable to Lower-Income Households.	2
4H	Directed residual redevelopment funds to accelerate the production of affordable housing.	1
4I	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source sufficient to facilitate and support the development of housing affordable to Lower-Income Households.	1

4J	Prioritization of local general funds for affordable housing. This point shall not be awarded if the applicant earns two points pursuant to Category (4)(G).	1
4K	Providing operating subsidies for permanent Supportive Housing.	1
4L	Providing subsidies for housing affordable to Extremely Low-Income Households.	1
4M	Other policies not described in Categories (4)(A)-(L) of this section that quantifiably promote, develop, or leverage financial resources for housing affordable to Lower-Income Households.	1

Scoring Criteria
Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. An individual Prohousing Policy may not use more than one enhancement factor. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	The policy represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, housing affordable to Lower-Income Households, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) toward place-based strategies for community revitalization and equitable quality of life in lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to Health and Safety Code sections 39711 and 39715 (California Senate Bill 535 (2012).	1
4	Policies that go beyond state law requirements in reducing displacement of Lower-Income Households and conserving existing housing stock that is affordable to Lower-Income Households.	1
5	Rezoning and other policies that support intensification of residential development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies, including inclusionary housing policies, that increase housing choices and affordability, particularly for Lower-Income Households, in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1
8	Other policies that involve meaningful actions towards Affirmatively Furthering Fair Housing outside of those required pursuant to Government Code sections 65583, subdivision (c)(10), and 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1

Self-Scoring Sheet Instructions

The Department shall validate applicants' scores based on the extent to which each identified Prohousing Policy contributes to the Acceleration of Housing Production. The Department shall assess applicants' Prohousing Policies in accordance with statutory requirements and the Regulations.

The Department shall further assess applicants' Prohousing Policies using the following four scoring categories: Favorable Zoning and Land Use, Acceleration of Housing Production Timeframes, Reduction of Construction and Development Costs, and Providing Financial Subsidies. Applicants shall demonstrate that they have enacted or proposed at least one policy that significantly contributes to the Acceleration of Housing Production in each of the four categories. A Prohousing Designation requires a total score of 30 points or more across all four categories.

Instructions

Please utilize one row of the Self-Scoring Sheet for each Prohousing Policy.

- **Category Number**: Select the relevant category number from the relevant Scoring Criteria list in this application. Where appropriate, applicants may utilize a category number more than once.
- **Concise Written Description of Prohousing Policy**: Set forth a brief description of the enacted or proposed Prohousing Policy.
- **Enacted or Proposed**: Identify the Prohousing Policy as enacted or proposed. For proposed Prohousing Policies, please complete **Appendix 2: Proposed Policy Completion Schedule**.
- **Documentation Type**: For enacted Prohousing Policies, identify the relevant documentary evidence (e.g., resolution, zoning code provisions). For proposed Prohousing Policies, identify the documentation which shows that implementation of the policy is pending.
- **Web Links/Electronic Copies**: Insert the Web link(s) to the relevant documentation or indicate that electronic copies of the documentation have been attached to this application as **Appendix 7**.
- **Points**: Enter the appropriate number of points using the relevant Scoring Criteria list in this application.
- **Enhancement Category Number (optional)**: If utilizing an enhancement factor for a particular Prohousing Policy, enter the appropriate category number using the relevant Scoring Criteria list in this application.
- **Enhancement Points (optional)**: If utilizing an enhancement factor for a particular Prohousing Policy, enter the point(s) for that Prohousing Policy.
- **Total Points**: Add the enhancement point(s) to the Prohousing Policy's general point score.

Appendix 1: Formal Resolution for the Prohousing Designation Program

Formal Resolution for the PROHOUSING Designation Program

RESOLUTION NO. **[INSERT RESOLUTION NUMBER]**

A RESOLUTION OF THE GOVERNING BODY OF
[INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program ("Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development ("Department") has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("**Program Regulations**"), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the **[INSERT THE NAME OF THE CITY OR COUNTY]** ("Applicant") desires to submit an Application for a Prohousing Designation ("Application").

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to submit an Application to the Department.

2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code sections 21155-21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply do and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction

that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the "Program Documents").

5. Applicant acknowledges and agrees that it shall be subject to the Application, the terms and conditions specified in the Program Documents, the Program Regulations, and any and all other applicable law.

6. [**INSERT THE TITLE OF THE APPLICANT'S AUTHORIZED SIGNATORY**] is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

PASSED AND ADOPTED this day of , 2024, by the following vote:

AYES: [Insert #] NOES: [Insert #] ABSENT: [Insert #] ABSTAIN: [Insert #]

The undersigned, [INSERT NAME AND TITLE OF SIGNATORY] of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Applicant's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: DATE:

NAME: TITLE:

Note: The City's application does not include proposed policies. All policies in the application are already adopted/enacted.

Appendix 2: Proposed Policy Completion Schedule

Category Number	Concise Written Description of Proposed Policy	Key Milestones and Milestone Dates	Anticipated Completion Date	Notes

Appendix 3: Self-Scoring Sheet and Sample Self-Scoring Sheet

Self-Scoring Sheet

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents **or** Indicate that Electronic Copies are Attached as **Appendix 7**	Points	Enhancement Category Number	Enhancement Points	Total Points
1C	The Housing Element Residential Sites Inventory and completed Rezone Program accommodate a total of 2,403 units.	Enacted	Adopted Housing Element. Housing Element Program 14. Policies H3.2, H3.4, H3.5. See Calculation Table in Appendix D.	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf See Appendix 7 Document 01 for Calculation Table.	2			2

1H	Residential uses are permitted by right in the Commercial Mixed Use (CMU) zone and conditionally permitted in Neighborhood Commercial (NC), Community Commercial (CC), General Commercial (GC), and Old Town Historic (HC) zones. The Riverside Gateway Specific Plan includes a Special Area overlay (SA) that created the CMU/SA-RG zoning district that allows residential development by right.	Enacted	Municipal Code Section 19.12.020 and Sections 9.3.1 through 9.3.3 of the Riverside Gateway Specific Plan	Municipal Code: https://ecode360.com/42766215 And Riverside Gateway Plan: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Riverside%20Gateway%20Specific%20Plan/Riverside%20Gateway%20Specific%20Plan.pdf	2			2

1I	The Development Standard (DS) overlay district allows an applicant to modify the development standards in any zone district or specific plan minimum lot size, width, yard setbacks, useable open space, landscaping setbacks, and parking ratios; maximum lot depth, coverage, and building height; and principal building types to provide for increased development flexibility. There are currently 5,812.1 acres within 26,373 parcels within the city that have DS overlay zoning.	Enacted	Municipal Code Section 19.18.020	https://ecode360.com/42766261#42766261	1			1

1L	On December 21, 2022 the Roseville City Council approved the Douglas-Harding, Douglas-Sunrise, and Atlantic Street Specific Plans to facilitate commercial reinvestment and redevelopment, housing, and streetscape beautification. The Corridor Plans streamline housing development by correcting non-conforming zoning issues, allowing housing in commercial zones, and by streamlining CEQA analysis. The three plans provide for a minimum of 850 new housing units. This further expands the City's comprehensive and successful specific plan strategy in the City's Infill areas. Like the specific plan strategy, the Corridor Plans provide streamlining using the specific plan exemption, eliminating most future entitlements and CEQA requirements for future projects.	Enacted	Commercial Corridors website, General Plan Growth Management Strategy (starting on page II-33) and General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	Municipal Code: https://ecode360.com/42766841#42766841 And the Atlantic Street, Douglas-Harding, and Douglas-Sunrise Corridor specific plans https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=20705371 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	1	2	1	3

	The Commercial Corridor Project is the City's latest effort in its comprehensive Specific Planning strategy. (Enhancement Factor 1)							
2A	The City maintains several ministerial approval process options for multiple housing project types. All low density residential (aka single family) units citywide are exempt from Design Review. These projects only require a building permit. Multifamily projects with at least 20% affordable housing may use the City's Objective Design Standards checklist, which allows applicants to self-certify that their projects meet a set of objective standards, and after that, these projects only require ministerial building permits, and no additional entitlements, notices, or hearings are required. Affordable Housing projects also qualify for ministerial processing of lot line adjustments, voluntary mergers, and parcel maps.	Enacted	Housing Element Program 15, Municipal Code 19.74.010 (D), Objective Design Standards, and Objective Design Standards webpage, Ordinance, Municipal Code 18.05.020	Housing Element: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf Municipal Code: https://ecode360.com/42765899#42765899 And https://ecode360.com/42765137	3			3

2B	Certified General Plan EIR and many specific plan program EIRs that provide program-level CEQA analysis for projects. Nearly all housing projects are located within specific plan areas, and thus nearly all housing qualifies for streamlining.	Enacted	General Plan EIR (2020), Downtown Specific Plan EIR (2009), Northeast Roseville Specific Plan EIR (1987), North Central Roseville Specific Plan EIR (1990), Southeast Roseville Specific Plan EIR (1988), Stoneridge Specific Plan EIR (1998), Hewlett Packard Master Plan EIR (1996), Highland Reserve Specific Plan EIR (1997), Northwest Roseville Specific Plan EIR (1989), North Roseville Specific Plan EIR (1997, 1999, 2000), Del Webb Specific Plan EIR (1993), West Roseville Specific Plan EIR (2004), Sierra Vista Specific Plan EIR (2010), Creekview Specific Plan EIR (2012), Amoruso Specific Plan EIR (2016) General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3,	Specific Plans Webpage (Click on map of each plan for all plan documents): https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774576 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	2	1	2	4

			and LU9.5 and Housing Element Program 6					
2C	The City has a documented practice of streamlining housing development through the CEQA exemption for projects consistent with a specific plan (Government Code section 65447). The City's CEQA Implementing Procedures document the City's adopted approach to streamlining housing development using the CEQA statutory and categorical exemptions. In addition, the City has an adopted citywide ministerial process for multifamily housing providing at least 20% affordable housing.	Enacted	City of Roseville CEQA Implementing Procedures for Preparation, Processing, and Review of Environmental Documents, Exemption Examples, General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	CEQA Implementing Procedures: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Citywide%20Planning%20Documents/CEQA%20Procedures_adopted20Jan2021.pdf See Appendix 7 Document 03 for two projects with Exemptions that have implemented these procedures. See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	2	1	2	4

2D	Typical building permit processing times are: Multifamily: Between 8 and 16 weeks Affordable Housing Projects: Reviews are prioritized, which expedites permit review time by up to 25% (6 to 12 weeks) Single Family Production Units: 2 to 3 weeks Custom Single-Family Units: 6 to 12 weeks, depending on complexity of design. Engineering permit applications can be submitted concurrently with building permit applications so that reviews can overlap, providing further reductions in processing times. The City added a new reporting function to its online permit records system on timelines for building, engineering, and planning records in the beginning of 2022. The City continues to optimize this Plan Review Report, which lists	Enacted	Page X-147, Housing Element and Plan Review Report	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf See Appendix 7 Document 04 for August 18, 2025 Plan Review Report	2			2

	all active permits and entitlements, the responsible staff reviewer, and time remaining before the review deadline for each project. Currently, 99% of all engineering and building permits and planning entitlements are completed prior to their due date. Reviews that do not meet their deadlines are usually completed within a day past their deadline.							

2E	The Downtown Specific Plan streamlines the permitting of all housing within the downtown area. As mentioned under 2A, all single family and two-unit housing throughout the City is permitted ministerially. In addition, all multifamily housing in the Downtown Specific Plan area is streamlined through the Minor Design Review Permit (MDRP) process (Municipal Code Section 19.74.010(C)(2)). The MDRP is an over-the-counter, inexpensive process that is approved administratively by the Planning Manager and requires no hearing. A public notice is posted at the project site at least 10 days prior to action on the project (Municipal Code Section 19.78.020). The MDRP fee is $233, whereas a standard design review permit requires a deposit of $8,000. This process has been used to approve more than 227 new housing units (four mixed use	Enacted	Downtown Specific Plan (Section 9.4.7), Downtown Code Section 3.6, Municipal Code Sections 19.74.010(C)(2) and 19.78.020 and General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	Downtown Specific Plan Chapter 9: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Downtown%20Specific%20Plan/Downtown%20Specific%20Plan/09%20Plan%20Administration.pdf Downtown Code Chapter 3: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Area	2	1	2	4

	projects: Lohse Apartments [623 Vernon Street], Main Street Plaza[140 Main Street], Junction Station [120 Pacific Street], and Vernon Mixed Use [129 Vernon Street]) The three Commercial Corridor Specific Plans allow Planning Manager approval for Multi-Family Residential projects that propose density of 25 units/acre or greater.			s/Downtown%20Specific%20Plan/Downtown%20Code/Planning_Chapter3_DTCodeMaster.pdf Municipal Code MDRP: https://ecode360.com/42767759#42767760 https://ecode360.com/42767831#42767831 Municipal Code Corridor Plans: https://ecode360.com/42766841#42766841 And the Atlantic Street, Douglas-Harding, and Douglas-Sunrise Corridor specific plans https://www.roseville.ca.us/cms/One.aspx?portalId=7964				

				922&pageId=20705371 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.				

2G	The City allows concurrent submittal of building and engineering permits along with entitlements after the first round of entitlement check, once the application is complete. To facilitate this, the Development Services Department uses several permit and entitlement checklists to make requirements for all stages of a project as clear as possible, and to make applicants aware of required documentation and information before even filing an application. Furthermore, the Online Permitting Services (OPS) Portal allows applicants and staff to submit information, comments, and changes directly without the need for hard copy plans and multiple meetings or visits to the Permit Center. In addition, this system allows staff in different divisions on concurrent permits to work directly with each other and see each other's comments in real time, reducing	Enacted	Policy for Concurrent Review of Building Permits, Civil Improvement Permits, and Final Maps (Policy Number DS08), Permit and Entitlement Checklists, Online Permitting System Portal	Policy for Concurrent Review and Request Form: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Concurrent%20Review_2018_revised.pdf Permit and Entitlement Checklists: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959 (click link and then click tabs for Building, Planning, and Engineering and see "Electronic Submittal Checklists" OPS Portal:	1			1

	the need for the applicant to go back and forth between divisions and deal with potentially conflicting comments. With direct, online communication, less administration is required, so staff processing entitlements and permits can respond directly and quickly without the need for the information to need to go through multiple people or steps. Combined, the OPS Portal, application checklists, and concurrent entitlement and permit processing create a consolidated process that allows multiple staff the ability to work simultaneously on planning entitlements greatly reduces processing time.			https://aca-prod.accela.com/COR/Default.aspx				

2H	The City has ministerial Objective Design Standards (ODS) process for qualifying multifamily projects, which shortens timeframes by an average of three to four months. To qualify to use the ODS process, a project need not comply with the State SB 35 criteria. All projects citywide that provide a minimum of 20% affordable housing for low, very low, or extremely low income households may use the streamlined ODS process. Applicants who wish to use this process fill out an application and self-certification checklist indicating they comply with the City's Objective Design Standards and, after pre-application review by Planning staff to verify, are permitted to proceed directly to the Building Permit process. This allows affordable housing projects to bypass the Design Review Permit process, which can save an average of three months of	Enacted	Objective Design Standards, Page X-147 of the Housing Element	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17937094	1			1

	processing time and eliminates the $8,000 deposit required for the entitlement. Since the ODS were adopted in their current form on April 21, 2021, the City has completed 10 affordable multifamily projects though the ODS process. In 2024 alone, the City approved four ODS projects for a total of 1,157 new affordable units. To compare, since the adoption of the ODS process no applicants have requested streamlining pursuant to SB 35 as of August 2025.							

2I	The City operates a physical Permit Center where applicants can meet with planners and permit technicians, as well as representatives from Fire, Engineering, and Environmental Utilities in person, as well as an Online Permit Center where they can apply for any entitlement and pay fees. Each project is assigned to a planner who coordinates the project throughout its life and acts as a single point of contact for all other department contacts.	Enacted	Webpage and Brochure	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10101469 https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Entitlement%20Permit%20Review%20Process.pdf	1			1
2J	Planning prioritizes the processing of multifamily development projects with affordable units, which reduces processing times by up to 25%.	Enacted	Permit Processing Procedures and Timeline Estimates, Page X-147 of the Housing Element	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16922252	1			1

2K	The City has a universal planning application form for all entitlement applications. In addition, Planning provides application checklists for every entitlement type to assist applicants in providing all of the needed information consistently and in a timely manner.	Enacted	Applications, Forms & Handouts webpage. Click on “Planning” tab	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959	1			1
2L	The City publicly posts status updates on projects and permits online on its Development Activity Reporting webpage and the Online Permitting Services (OPS) portal, which allows anyone to look up status updates and documents.	Enacted	Development Activity Reporting webpage and Online Permitting Services Portal. Click on “Planning” tab	Development Activity Reporting: https://www.roseville.ca.us/government/departments/development_services/planning/development_activity_reports OPS Portal: https://aca-prod.accela.com/COR/Default.aspx	1			1

2N	A Project Evaluation Meeting (PEM) is held to review the first application submittal for discretionary projects to discuss possible site and design issues. It is attended by representatives from City departments (including Engineering, Building, Fire, Utilities, etc.) with the project applicant, architect, engineer, etc. to disclose potentially costly and time-consuming issues early enough to efficiently make changes. The PEM meeting can be held in person or virtually and allows a project applicant to meet with representatives from all of the City departments with discretionary authority over a project's requested entitlements and permits simultaneously, thus removing silos between departments. This allows the applicant to speak with department	Enacted	Entitlement Permit Review Process brochure, found on Applications, Forms & Handouts webpage. Click on "Planning" tab	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959	1			1

	representatives directly so they can ask clarifying questions, negotiate terms, and, if two departments have conflicting directions, can resolve inconsistent directions on the spot. This reduces the need for multiple calls, meetings, and/or emails between the applicant and multiple departments. This can also solve issues before an applicant prepares resubmittal project documents. This can save the applicant tens of thousands (or more) of dollars and weeks or months of time.							

3A	The Downtown Specific Plan waives park in lieu fees for residential development. (Housing Element, pg. X-90 and X-191; Downtown Specific Plan Policy 8.2.1). The waiver of parkland dedication requirements and park fees reduces development impact fees by $2,523 per unit (Commercial & Multifamily Fee Booklet, Appendix P) The Commercial Corridor Specific Plans also provide these waivers. The City's intent is to provide incentives to build high density housing, particularly in more dense, walkable areas of the city.	Enacted	Housing Element Program 6, pg. X-90 and X-191 Downtown Specific Plan, Policy 8.2.1 Commercial Corridor Specific Plans Residential Fee Booklet, Commercial & Multifamily Fee Booklet Appendix P General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5	Housing Element: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16922252 Downtown Specific Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091 Commercial Corridor Specific Plans: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17686767 Fee Booklets: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8740472 General Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544	3	1	2	5

				See Appendix 7, Document 02 for description of this criteria's relationship to Enhancement Factor 1.				

3C	The City has reduced development impact fees for age-restricted housing. This includes the citywide Public Facilities Fee, the Placer County Capital Facilities Fee, and Parks fees for several of the City's specific plans, including the North Roseville Specific Plan (NRSP), Westpark Specific Plan, and the Sierra Vista Specific Plan (SVSP). These fee reductions reduce development costs associated with this special housing need. These fees are provided in the City's Residential Fee Booklet and Commercial & Multifamily Fee Booklet, and a table showing a comparison of fees is provided in Appendix 7.	Enacted	Residential Fee Booklet and Commercial & Multifamily Fee Booklet	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8740472 See Appendix 7 Document 05 for Comparison of Fees	1			1

3D	The City coordinated with Placer County and AMI Housing to convert and rehabilitate the Hampton Inn located at Sunrise Boulevard and Douglas Boulevard from a hotel to 82 fully-contained units of permanent supportive housing for unhoused households. Now called the Sun Rose Apartments, the project started as an effort by Placer County and the City to shelter the unhoused during the beginning of the Covid-19 pandemic using Project Roomkey funds. The units are fully occupied as of April 2025 and the program has been successful both in terms of helping people find housing and gaining stability, as well as for collaboration between the City and the County. This project is one component of the City's continued collaborative work with Placer County to provide innovative housing and services for people experiencing homelessness.	Enacted	Sun Rose Apartments website, Council Communication RE: Placer Regional Homelessness Strategy	Website for Sun Rose Apartments: https://www.interiminc.org/sunroseapartments/ See Appendix 7 Document 06 for Council Communication.	1	4	1	2

3E	The City operates a robust Alternative Transportation program with several full time staff dedicated to planning, operating, and maintaining alternative transportation options. This group assists the City in developing new policies supportive of non-vehicular transportation, including transit, biking, and walking. They also coordinate with transit, operate a Safe Routes to School Program, and provide and financially support educational opportunity and outreach events centered around biking and walking throughout the year. There are over 100 miles of on-street bike lanes plus 38.4 miles of Class 1 separated trails for bikes and pedestrians currently located within the city. The City is currently constructing a two-mile-long	Enacted	Bicycle Master Plan, Pedestrian Master Plan, Alternative Transportation Division webpage, City Bicycle Friendly Community webpage, League of American Bicyclists webpage and Bicycle Friendly Community Report Card for Roseville.	Biking & Walking - City of Roseville (includes parks, trails and bikeways map) Bicycle Master Plan and Pedestrian Master Plan: Planning - City of Roseville Bicycle Friendly Community - City of Roseville Bicycle Friendly America℠ | League of American Bicyclists (bikeleague.org) See Appendix 7 Document 07 for Bicycle Friendly Community Report Card	1			1

	section of the Dry Creek Greenway East Trail with planned completion by 2026, and several more off-street trails are planned and/or in the design and public outreach phases. A map of existing and planned bike lanes and multiuse trails is printed and distributed to members of the public, as well as made available online for people wanting to download the map. The City originally adopted its Bicycle Master Plan in 2008 and its Pedestrian Master Plan in 2011, both of which are updated regularly. The Bicycle Master Plan sets the City's goals for bicycling and facilities and infrastructure to support those goals and policies. Roseville was first awarded the Bicycle Community award by the League of American Bicyclists in 2008, and the award was renewed							

	in 2017 and 2021, and has currently applied for the 2025 award period. The Alternative Transportation group advocates for funding to implement more robust programs and develop better biking infrastructure.							

3l	The Riverside Gateway Specific Plan includes a streamlined Site Development Prototypes and Design Review Process. As part of the development of this specific plan, a qualified architect prepared four development prototypes for mixed use buildings on typical-sized lots located within the Plan Area. Property owners and/or developers may use one of these prototypes to take advantage of a streamlined development process consisting of only three steps. A Design Review Permit is not required, saving thousands of dollars in design costs to the developer, as well as in entitlement processing fees and time. The simplified process requires that the developer submit a site-specific grading plan showing utility locations, followed by a 30-day review period for City	Enacted	Riverside Gateway Specific Plan, page 9- 8 and Appendix C and General Plan Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5 and Housing Element Program 6	Riverside Gateway Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775137 General Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544 See Appendix 7 Document 02 for description of this criteria's relationship to Enhancement Factor 1.	1	1	2	3

	departments. After comments on the grading plans have been addressed, the project can go straight to plan check, including concurrent Engineering and Building Permit reviews, consistent with the timelines mentioned in 2D. If a lot merger or lot line adjustment is required for one of these projects using the prototypes, The Riverside Gateway Specific Plan allows for these entitlements to be reviewed and approved through the City's Administrative Permit process, which is approved at the staff level. In addition, this process removes the requirement for the notification process, further reducing processing time and limiting potential for litigation.							

4B	The City established the Roseville Local Housing Trust Fund HTF) in 2004. The HTF is funded through developer in-lieu fees, payoffs from developer-subsidized loans, and payoffs from affordable resale units. The HTF was slow to gain funding due to the recession and reductions in home building starting in 2008, so it was unable to provide for major projects until 2019. However, prior to that, it did assist in providing funding for smaller-scale projects and loans for affordable housing development. The HTF has now built up enough to be a major source of funding for new affordable housing construction.	Enacted	Housing Element p. X- 29, and Local Housing Trust Fund Final Report	Housing Element: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16922252	2			2

4H	The City acts as the successor agency for the now dissolved Roseville Redevelopment Agency. Current revenues primarily come from loan repayments and are used for small gap funding for future affordable housing projects in areas of high opportunity or in areas at risk of displacement. In 2021, residual redevelopment funds in the amount of $600,000 were loaned to St. Anton Partners to create 80 affordable units that were fully occupied in 2024. In 2022, a loan in the amount of $500,000 was used as gap financing to fund Hampstead's Prospera at Fiddyment Workforce project that created 54 affordable workforce units.	Enacted	FY 2023-2024 Annual Report and Report of Required Information	See Appendix 7 Document 08 FY 2023-2024 Annual Report and Report of Required Information	1			1

4I	The City operates an ongoing Affordable Housing Program, which consists of three separate funding sources: the Roseville Local Housing Trust Fund, Low and Moderate Income Fund, and the Affordable Housing The City issues a Notice of Funding Availability (NOFA) each year making funding from these, and other funding sources as available (such as CDBG, State Local Housing Trust Fund Program match, etc.) for new affordable housing construction projects to qualified builders.	Enacted	2025 Permanent Supportive and Affordable Housing Notice of Funding Availability	See Appendix 7 Document 09 for 2025 NOFA	1			1

4M	The Roseville Housing Division operates the bicycle Program, which provides 0% interest loans of up to $100,000 to low-income households for repairs needed to correct health and safety deficiencies and general improvements to keep the property from falling into disrepair. There are no monthly loan payments, and the loans are only payable upon sale, change of title, or change of use. Low-income individuals that are either permanently disabled and/or over the age of 62 may also qualify for grants of up to $5,000 under this program. In 2024, the Housing Rehabilitation Program served five households with a total of $300,000. Additional funds can be applied to the program as available. As of August 2025, there are currently another	Enacted	Program Webpage, Program Brochure, 2024 APR	Link to Program Webpage: https://www.roseville.ca.us/residents/affordable_housing/ownership_programs/housing_rehabilitation_program Housing Element APR data available on HCD website: https://www.hcd.ca.gov/planning-and-community-development/housing-element-implementation-and-apr-dashboard	1	4	1	2

	four homes that are being rehabbed using this program. This program goes beyond State requirements to prevent the displacement of lower-income households and preserve affordable housing by offering 0% interest loans with no monthly payments, as long as the resident continues to occupy the home as their primary residence. It enables lower-income homeowners to make essential health and safety repairs, helping them remain in their homes and avoid the risk of forced sale due to unaffordable costs or code enforcement actions resulting from deferred maintenance.							
Total					36	15	13	50

Appendix 4: Examples of Prohousing Policies with Enhancement Factors

If a Prohousing Policy incorporates any of the enhancement factors specified in the Scoring Criteria Enhancement Factors chart, it will receive extra points as indicated therein. Examples of such qualifying Prohousing Policies include the following:

Category 1: Favorable Zoning and Land Use

- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in Location Efficient Communities.
- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Rezoning to accommodate 125 to 149 percent of the Regional Housing Needs Allocation in downtown commercial corridors or other infill locations.
- Expanding density bonus programs to exceed statutory requirements by 10 percent or more in Location Efficient Communities.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code section 65852.2 in Location Efficient Communities.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Modification of development standards and other applicable zoning provisions to promote greater development intensity in downtown commercial corridors or other infill locations.
- Coupling rezoning actions with policies that go beyond state law requirements in reducing displacement of lower-income households and conserving existing housing stock that is affordable to lower-income households.

Category 2: Acceleration of Housing Production Timeframes

- Ministerial approval processes for multifamily housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Streamlined, program-level CEQA analysis and certification of specific plans in Location Efficient Communities.
- Documented practice of streamlining housing development at the project level in downtown commercial corridors and other infill locations.
- Expedited permit processing for housing affordable to lower-income households in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 3: Reduction of Construction and Development Costs

- Fee waivers for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Fee waivers or reductions for higher density housing in downtown commercial corridors or other infill locations.
- Measures that reduce costs and leverage financial resources for transportation-related infrastructure or programs in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Adoption of universal design ordinances to increase housing choices and affordability for persons with disabilities in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Permitting innovative housing types, such as manufactured homes, recreational vehicles or park models, in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 4: Providing Financial Subsidies

- Targeting local housing trust funds to acquisition or rehabilitation of existing affordable units, or to affordable units at risk of converting to market rate uses, in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Marketing grants and other financial products for ADUs/JADUs in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Utilizing publicly owned land for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Establishment of an Enhanced Infrastructure Financing District or similar local financing tool in a Low Resource or High Segregation & Poverty area (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Directing residual redevelopment funds or general funds to conservation or preservation of affordable housing in areas at high risk of displacement.

- **Principle 5: Ensure Access to Shelter or Housing Options –** Describe how low barrier resources to housing and supportive services are communicated to encampment residents. Include how strategies involve alternative measures to criminalization, focusing on service engagement and harm reduction. (350 characters max)

See Appendix 5 Document 01

- **Principle 6: Develop Pathways to Permanent Housing and Supports –** Describe Housing First strategies emphasizing low barriers, a harm-reduction model, and services to support people obtaining permanent housing more efficiently. Identify efforts to align federal, state, and local funding/programs to provide clear pathways to permanent housing. (350 characters max)

See Appendix 5 Document 01

- **Principle 7: Create a Plan for What Will Happen to Encampment Sites After Closure –** Describe plans for former encampment spaces (long-term solutions to prevent encampments from reoccurring). Include efforts to emphasize safety, accessibility, and inclusivity that improve infrastructure. Example: Communities can include curb cuts to increase mobility access and enhanced lighting to encourage safety. (350 characters max)

See Appendix 5 Document 01

Certification and Authorization:

Signature of Authorized Representative Date

Appendix 5 Document 01

Summary related to the treatment of unhoused individuals camping on public property

- **Principle 1: Establish a Cross-Agency, Multi-Sector Response to Encampments –** Describe how system partners (name partners) work together to prioritize health and safety both for residents and unsheltered individuals. (350 characters max)

  The City developed a Homeless Response Team in 2015. This is a cross-departmental team comprised of staff from various departments and divisions, including Economic Development, Parks Recreation and Libraries, the Roseville Police Department Social Services Unit (SSU), the Housing Division, Public Works, Public Affairs and Communications, and the City Attorney's Office. The team meets regularly to address homelessness and prioritize unsheltered individuals and housed neighbors, the environment, and businesses.

  This Homeless Response Team collaborates frequently with shelter providers, County Health and Human Services, County Probation, local hospitals, and neighboring jurisdictions.

- **Principle 2: Engage Encampment Residents to Develop Solutions –** Describe street outreach efforts to engage with encampment residents to find alternative shelter, housing, and service options using the housing first approach before an existing encampment is closed. (350 characters max)

  Park, Recreation & Libraries' Open Space Division coordinates with the Roseville Police Department Social Services Unit to clean up abandoned camping sites and locations frequently utilized by homeless individuals. When such locations are found by City staff or reported by the public, RPD's Social Services Unit outreaches to individuals to build trust and offer connection to shelter and housing. If a site cleanup is needed, RPD coordinates with the Open Space Division to perform the service, hold any found belongings for 90 days for pick-up, and dispose of waste. Cleanups are performed up to once a week, if necessary.

- **Principle 3: Conduct Comprehensive and Coordinated Outreach –** Describe multidisciplinary connection strategies and linkages to resources and permanent housing solutions that is customized to individual needs. If applicable, describe how the

jurisdiction uses the coordinated entry system to connect individuals to resources and permanent housing. (350 characters max)

Social Services Unit conducts coordinated outreach with the countywide Homeless Liaison Team and County Probation to provide connection to variety of potential person-centered solutions based on individual needs and next steps to housing.

Both the city Social Services Unit and the Housing Division utilize their licenses and are active in the countywide 211/coordinated entry Homeless Management Information System.

- **Principle 4: Address Basic Needs and Provide Storage –** Describe efforts to meet basic needs, health, safety, and access to storage (timeframes) for people experiencing unsheltered homelessness while creating clear pathways to permanent housing. (350 characters max)

  The City provides connection to medical, mental, and behavioral health care, substance use treatment, and to local non profit providers offering shelter, transitional housing, permanent housing, groceries, meals, showers, and laundry. In collaboration with a local non profit provider, SSU administers an emergency hotel voucher program.

  The City also encourages unhoused individuals to store copies of their important housing documents needed to access housing such as picture ID, veteran ID, DD214, social security card, income statements and more to the HMIS. Lost or stolen documents can be an added barrier to permanent housing.

- **Principle 5: Ensure Access to Shelter or Housing Options –** Describe how low barrier resources to housing and supportive services are communicated to encampment residents. Include how strategies involve alternative measures to criminalization, focusing on service engagement and harm reduction. (350 characters max)

  First established in 2015, SSU takes a person centered services first solution focused approach offering outreach, intervention, and re-integration. SSU meets unhoused individuals in person where they are. They listen, offer opportunities, help address barriers to permanent housing, and establish next steps. In addition, 48 hour notice is provided in writing.

- **Principle 6: Develop Pathways to Permanent Housing and Supports –** Describe Housing First strategies emphasizing low barriers, a harm-reduction model, and services to support people obtaining permanent housing more efficiently. Identify efforts to align federal, state, and local funding/programs to provide clear pathways to permanent housing. (350 characters max)

  The Social Services Unit and the Housing Division provide direct support to people experiencing homelessness to access permanent housing most efficiently through outreach where people are and as folks demonstrate a need for assistance.

  The City plays an active role in the countywide Built for Zero efforts to meet people where they are, build trust, listen to needs and help address barriers to permanent housing. Supports include working with people in need of housing on their next step to housing, which could be PSH. Assistance can include help in person assistance navigating the DMV and SS offices, gathering documents like valid picture ID, completing rental applications, and paying for application fees and housing deposits.

- **Principle 7: Create a Plan for What Will Happen to Encampment Sites After Closure –** Describe plans for former encampment spaces (long-term solutions to prevent encampments from reoccurring). Include efforts to emphasize safety, accessibility, and inclusivity that improve infrastructure. Example: Communities can include curb cuts to increase mobility access and enhanced lighting to encourage safety. (350 characters max)

  The City created an Encampment Safety Priority Level Standards Policy in 2023 (see Appendix 5 Document 01). The policy distinguishes encampments by priority (safety threat) level using a risk management methodology.

  The plan for what happens to encampment sites after closure is for public space to be utilized as intended and to be accessible, clean, safe, and environmentally responsible. For example, the City provides parks, trails, and open space for recreation, health benefits, community engagement, and environmental protection. The City supports shelter and transitional housing providers, PSH, and affordable housing for people coming from homelessness, as a prevention tool.

  Prevention actions include improved lighting and routine visits by security patrol, Social Services Unit, and Open Space Division.

Note: This section will be completed once the publication and outreach process is complete.

Appendix 6: Public Participation Checklist

Pursuant to Sections 6601, 6602, and 6605, applicants are required to demonstrate how they have engaged in a "Diligent Public Participation Process."

Please complete this checklist, and sign, to confirm that the applicant has complied with this requirement. Attach and reference any comments you received during the process.

Regulation Text	Explanation	Yes	No
Outreach through a variety of methods and languages to ensure access to the public process and provide opportunities for public input.	Applicant should use methods such as newspaper ads, email, social media, fliers, etc., to inform the public that an application has been drafted and posted for public comment. Language access should reflect languages spoken in your local community and should be available in multiple languages in print media or upon request for digital media.	☐	☐
Specific effort to engage all segments of the community, including individuals or representatives of lower-income and special needs households, for-profit and non-profit developers, and special needs service providers.	Individuals and organizations representing lower-income and special needs households, for-profit and non-profit developers, and special needs service providers should be engaged, informed of, and offered an opportunity to comment on the application. Outreach lists utilized for Housing Element compliance would suffice.	☐	☐
Availability of the draft document to the public, including notification to interested parties and all segments of the community, for thirty (30) calendar days and subsequent versions for seven (7) calendar days.	Applicants should post the application in print and digital forms, collect comments, and incorporate those comments into the application if necessary. Making the application available to the public could be satisfied by posting the application online and/or announcements through other mediums (e.g., local newspapers) so long as these forums include diverse segments of the community, including individuals or representatives of lower-income and special needs households, for-profit and non-profit developers, and special needs service providers.	☐	☐
Public hearings and informative meetings.	For the purposes of satisfying this requirement, a City Council or Board of Supervisors meeting informing the public of the jurisdiction's intent to submit a Prohousing Designation Program application, in addition to any subsequent meetings necessary to make revisions in response to public comment, will satisfy this requirement.	☐	☐

Consideration of comments, including incorporation of comments into a jurisdiction's application and Prohousing Policies as appropriate.	Provide all comments received with a description of how the comment was incorporated into the application. If the comment is not appropriate for incorporation, please describe why.	☐	☐

Certification and Authorization:

Signature of Authorized Representative Date

Appendix 7: List of Supporting Documents

Document Number	Document Name	Used for Criteria	Link or PDF
01	RHNA Calculation Table	1C	PDF
02	Specific Plan Process Relation to Enhancement Factor 1	2B, 2C, 2E, 3A, 3H	PDF
03	Projects Using Specific Plan Exemption	2C	PDF
04	August 18, 2025 Current Plan Check Report	2D	PDF
05	Age Restricted Housing Fee Reductions Table	3C	PDF
06	Council Communication of Placer Regional Homelessness Strategy	3D	PDF
07	Bicycle Friendly Community Report Card	3E	PDF
08	FY 23/24 Report of Required Information	4F	PDF
09	2025 Notice of Funding Availability (NOFA)	4F	PDF
10	Housing Element	1C 1J, 2A, 2D, 2G, 2I, 3A, 3H, 4A	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/10%20Housing%20Element%20Adopted%208.18.21.pdf		
11	Municipal Code	1F, 1G, 1H, 2A, 2F	Link
	https://ecode360.com/42765899		
12	Downtown Specific Plan	2B, 2E, 3A	Link

	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091		
13	Riverside Gateway Specific Plan	1G, 3H	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775137		
14	Commercial Corridors Webpage	1J	Link
	https://www.roseville.ca.us/government/departments/development_services/planning/commercial_corridors_project		
15	General Plan and EIR	1J, 2B, 2C, 2E, 3A, 3H	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774544		
16	Objective Design Standards	2A, 2G	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17937094		
17	All Specific Plan EIRS	2B	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774576		
18	CEQA Implementing Procedures	2C	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Citywide%20Planning%20Documents/CEQA%20Procedures_adopted20Jan2021.pdf		
19	Online Permit Center webpage	2F, 2H, 2K	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10101469		
20	Entitlement Review Process brochure	2H, 2M	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Entitlement%20Permit%20Review%20Process.pdf		
21	Universal planning application form	2J	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Applications/Universal%20Fillable%20Form%20-%20Planning.pdf		
22	Permit and Entitlement Checklists (Click on tabs for Building, Planning, and Engineering)	2F, 2J	Link
	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959		

23	Policy for Concurrent Review of Building Permits, Civil Improvement Permits, and Final Maps (Policy DS08)	2F	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Concurrent%20Review_2018_revised.pdf		
24	Development Activity Reporting webpage	2K	Link
	https://www.roseville.ca.us/government/departments/development_services/planning/development_activity_reports		
25	Residential Fee Booklet and Commercial & Multifamily Fee Booklet	3A, 3C	Link
	Residential (all): https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Building/Development%20Impact%20Fees/2024-2025%20Residential%20Fee%20Booklet%20FINAL%2003272025.pdf Commercial & Multifamily Fee Booklet: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Building/Development%20Impact%20Fees/2025-2026%20Commercial%20&%20Multi-Family%20Fee%20Booklet%20FINAL.pdf		
26	City of Roseville Alternative Transportation Division Webpage	3E	Link
	Walk, Bike, and Roll - City of Roseville		
27	Bicycle Master Plan and Pedestrian Master Plan	3E	Link
	Planning - City of Roseville		
28	The League of American Bicyclists Bicycle Friendly America webpage	3E	Link
	Bicycle Friendly America℠ | League of American Bicyclists (bikeleague.org)		
29	City of Roseville Parks, Trails, and Bikeways Map	3E	Link
	https://www.roseville.ca.us/government/departments/public_works/biking_walking/parks_trails_bikeways_map		
30	City of Roseville Housing Rehabilitation Project Webpage	4H	Link
	Housing Rehabilitation Program - City of Roseville (civiclive.com)		

31	Housing Rehabilitation Program Brochure	4H	Link
	https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Economic%20Development/Rehab/Housing%20Rehab%20Brochure%20website%20version.pdf		
32	2024 Annual Progress Report and Council Communication	4H	Link
	https://rosevilleca.portal.civicclerk.com/event/2826/files/agenda/3124		

Appendix 7, Document 01: Examples of Use of Specific Plan Exemption

Appendix 5 Document 01 | Comparison of Regional Housing Need and Existing Residential Unit Capacity										
Income Category	**Regional Housing Needs Allocation**	**Vacant Land**	**Underutilized Opportunity Sites**	**Accessory Dwelling Units**	**Total Existing Capacity**	**Housing Unit Surplus or Deficit[4] (Before Rezone Program)**	**Rezone Program**	**Housing Unit Surplus or Deficit[4] (After Rezone Program)**	**Total Capacity After Rezone Program**	**% Capacity**
Very Low[1]	3,855	3,985	357	45	**4,387**	**-1,791**	**2,403 [5]**	**612**	**6,790**	**109.9%**
Low[1]	2,323									
Subtotal (Very Low and Low)	6,178									
Moderate[2]	1,746	4,676	42	34	**4,752**	**3,006**	**0**	**3,006**	**4,676**	**267.8%**
Above Moderate[3]	4,142	4,644	0	1	**4645**	**503**	**0**	**503**	**4,644**	**112.1%**
Total	**12,066**	**13,305**	**399**	**80**	**13,784**	**1,718**	**2,403**	**4,121**	**16,110**	**133.5%**

1 Capacity based on sites with a density of 23 du/acre or greater and/or a lower income affordable housing obligation

2 Capacity based on sites with a density of 7–22.9 du/acre

3 Capacity based on sites with a density of less than 7 du/acre

4 This number is derived from the current existing housing unit capacity minus the regional housing need number for the planning period.

5. Completed Rezone Program, successful completion email from HCD on June 27, 2025

Appendix 7 Document 02
Description of Specific Planning Process in Support of Enhancement Factor 1

Specific Plans are the foundation of the City's growth management and planning strategy, as well as the first step in implementing the City's 10% Affordable Housing policy. Criteria 1J, 2B, 2C, 2E, 3A, and 3H each represent an element of the City's successful comprehensive Specific Plan strategy. Housing Element Implementation Measure/Program 6: Specific Plan areas (beginning on page X-17) provides a comprehensive description of the City's Specific Planning Process and how it assists, and has succeeded for many years in streamlining the development of housing, including at least 10% deed-restricted affordable housing, along with the services, infrastructure, and community-serving commercial uses for each area. The Specific Plan process has enabled the City to set aside large areas of connected open space for environmental protection, passive recreation, wildlife migration, multi-use trails, and aesthetic value. Furthermore, the Specific Plan process allows for easy CEQA and permit streamlining because major issues, including mitigation, infrastructure, and financing, are known and have already been negotiated. Most infrastructure is already in place and federal and state permits already obtained by the time residential units are ready to be developed.

This comprehensive unified program is supported by many of the City's General Plan policies, including Policies LU1.1, LU5.5, LU8.5, LU8.7, LU8.10, LU9.3, and LU9.5.

Appendix 7, Document 03: Examples of Use of Specific Plan

Exemption EXAMPLE 1: Minor modification of a Specific Plan

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting ***October 12, 2023***

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.1: **Specific Plan Amendment and Development Agreement Amendment – 5251 Fiddyment Road – WRSP PCL F-22 – SPA and DAA – File #PL23-0245**

REQUEST

The applicant requests a Specific Plan Amendment (SPA) and Development Agreement Amendment (DAA) to merge WRSP Parcels F-22A and F-22B into new Parcel F-22, and to adjust the unit allocations and affordable housing allocations accordingly. No changes to the overall unit and affordable housing counts are proposed.

Applicant – Kris Steward, Plan Steward, Inc.
Property Owner – West Roseville Development Company Inc.

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt a resolution approving the Specific Plan Amendment; and
2. Recommend the City Council adopt the five (5) findings of fact and approve the 11th Amendment of the Fiddyment Land Venture Development Agreement.

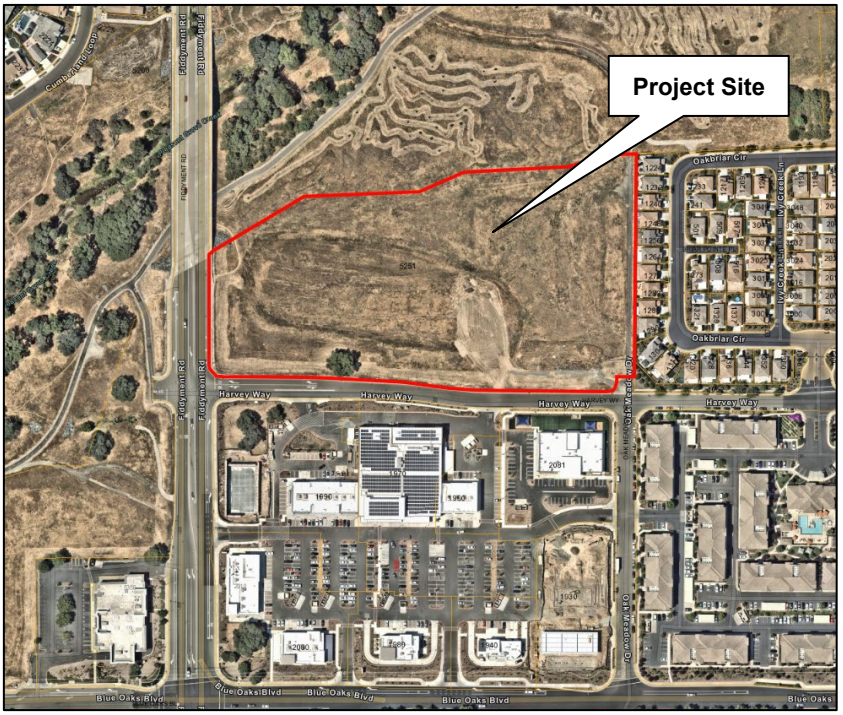
SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

Figure 1: Project Location

The project site is located on Parcels F-22A and F-22B in the West Roseville Specific Plan (WRSP), at the northeast corner of Harvey Way and Fiddyment Road (see Figure 1 below). The site is currently vacant and both parcels have a General Plan land use designation of High Density Residential and a zoning designation of Multi-Family Housing (R3). F-22A has a unit allocation of 82 units and Parcel F-22B has a unit allocation of 162 units. Surrounding uses include an Open Space parcel to the north, a Medium Density Residential subdivision to the east, the Plaza at Blue Oaks retail center to the south across Harvey Way, and a vacant Community Commercial parcel and Open Space parcel to the west across Fiddyment Road.



At the time of the adoption of the WRSP, the site was one parcel (F-22) with a unit allocation of 244 units, and the parcel had an affordable obligation of 184 rental units (91 very low-income and 93 low-income). On February 9, 2023, the Planning Commission approved a Tentative Parcel Map (file #PL22-0304) to subdivide Parcel F-22 into the two current parcels, F-22A and F-22B, and a Tree Permit to allow removal of one 68" valley oak tree on site to accommodate future development. As part of that project, the City Council approved a Specific Plan Amendment and Tenth Amendment of the Fiddyment Land Venture Development Agreement to reallocate the affordable housing units among the subject parcels. The parcel was subdivided to facilitate the development of an affordable apartment project on each of the resultant parcels. The apartment projects were approved through the City's Objective Design Standards (ODS) process because at least 20% of the units were provided as affordable to lower income households (File #PL22-0380 and File #PL22-0383). The ODS process was adopted by City Council on April 21, 2021 (Resolution 21-152) in order to streamline the construction of qualified affordable housing projects and to comply with State housing legislation. The projects have not been constructed.

Although the Tentative Parcel Map was approved, the map has not been recorded and the parcel remains as one parcel. The applicant is currently requesting a Specific Plan Amendment and Development Agreement Amendment to merge WRSP Parcels F-22A and F-22B back into one parcel F-22, and to adjust the unit allocations and affordable housing allocations accordingly. No changes to the overall unit and affordable housing counts are proposed. The applicant has indicated that the entitlements are requested to better position the site for a future affordable housing project. Development of the site is not proposed with this application. The future affordable housing project will be subject to the ODS process.

EVALUATION – SPECIFIC PLAN AMENDMENT

Specific Plan Amendments (SPA) are analyzed for consistency with the goals and policies of the affected plan. The project includes a text only amendment to the West Roseville Specific Plan (WRSP). No changes are being made to the existing zoning and land use designation of the site. The SPA exhibit and WRSP change pages are included as Exhibits A and B. Changes to the text, tables, and figures of the WRSP will be made to reflect the merging of parcels F-22A and F-22B into one parcel (F-22) with a unit allocation of 244 units. The proposed unit allocations result in a density that is consistent with the existing High Density Residential (HDR) land use designation of the site.

Consistent with the General Plan affordable housing goal, the WRSP includes an Affordable Housing Plan (Chapter 5) which designates 10% of the units in the WRSP for middle-, low- and very low-income households. This includes a mix of purchase housing that is affordable to middle-income households, and rental housing that is affordable to low- and very low-income households. The WRSP affordable housing goal is allocated to specific MDR and HDR parcels as identified in Table 5-3 of the WRSP. The intent is to distribute affordable units throughout the WRSP area. Parcel F-22A is currently allocated 81 affordable rental units, with 100 percent of the units allocated for very low-income households. Parcel F-22B is currently allocated 162 affordable rental units, with 10 units allocated for very low-income households and 93 units allocated for low-income households. The Affordable Housing Plan will be amended to revise the affordable housing obligations and reflect the merging of the parcels. The resulting unit allocation will be 244 units with 184 affordable units (91 very low-income and 93 low-income). Table 1 below identifies the proposed unit allocations and the proposed affordable unit allocations.

Given the project will maintain the same number of units in the WRSP, there will be no impacts to planned infrastructure, roadways, or other public facilities. In addition, the project will maintain the existing obligation of 184 affordable units. Based on the foregoing, staff supports the proposed SPA.

Table 1: Unit Allocations

	Existing			Proposed
Specific Plan Parcel	F-22A	F-22B	Total	F-22
Acres	2.70	7.15	9.85	9.85
Unit Allocation	82	162	244	244
Density	30.4	22.7	n/a	24.8
Affordable Units	81	103	184	184
Very low-income units	81	10	91	91
Low-income units	0	93	93	93

EVALUATION – DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

1. ***Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the West Roseville Specific Plan;***

2. ***Consistency with the provisions of the City of Roseville Zoning Ordinance;***

3. ***Conformity with the public health, safety and general welfare;***

4. ***The effect on the orderly development of the property or the preservation of property values; and***

5. ***Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

The project includes an eleventh (11th) amendment of the Fiddyment Land Venture Development Agreement (DA). The DA Amendment is included as Exhibit C. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties.

The DA Amendment includes a revision to the land use plan exhibit contained in the original DA to reflect the merging of Parcels F-22A and F-22B. The DA Amendment will also amend the relevant sections of the original DA to address the revised affordable housing obligations resulting from the merging of the parcel. The City's Housing Division reviewed the project and determined the proposed affordable unit allocations are acceptable and consistent with City policy. Items that are not addressed in the amendment are subject to the terms of the original DA. In summary, City staff has found the proposed DA Amendment is consistent with the General Plan, WRSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA Amendment is consistent with items 1-5 above.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website. A notice of the public hearing was published in the Roseville Press Tribune on September 28, 2023 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website.

Subsequent to the publication of the public hearing notice, staff received email correspondence from Stephen Mueller, a resident in the Oakbriar subdivision located to the east of the site (see Attachment 1). Mr. Mueller indicated concerns with the potential traffic impacts resulting from the eventual construction of the apartments on Parcel F-22. Planning and Engineering staff spoke with Mr. Mueller and explained that the site has been designated as an HDR site since the adoption of the WRSP and was evaluated as such in the City's traffic demand model. Since the apartment use is consistent with the land use and density assumed for the site in both the General Plan and the WRSP, the project is not anticipated to result in additional traffic impacts beyond what was already anticipated. Mr. Mueller also expressed concerns with the existing overflow parking on Harvey Way, which is currently permitted on the south side but prohibited on the north side of the street. Staff indicated they would further evaluate on-street parking along Harvey Wy.

ENVIRONMENTAL DETERMINATION

The proposed project is statutorily exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the proposed project is consistent with the previously completed analysis.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – SPA AND DAA – FILE #PL23-0245**; and

2. Recommend the City Council adopt the five (5) findings of fact and approve the **DEVELOPMENT AGREEMENT AMENDMENT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – SPA AND DAA – FILE #PL23-0245**.

EXAMPLE 2: Tentative Subdivision Map

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING December 8, 2022

Prepared by: Sean Morales, Associate Planner

ITEM 6.1: Tentative Subdivision Map, Major Grading Plan, and Administrative Permit – 2091 Gentle Rain Drive – ARSP PCL AR-14, AR-15, AR-27, AR-31, AR-117A & AR-117B – Amoruso Ranch Phase 1 Subphase A2 – File # PL22-0157

REQUEST

The proposed project will create 156 residential lots within the Amoruso Ranch Specific Plan. The project will result in small lot tentative maps for parcels AR-14, AR-15, AR-27, AR-31, and newly created AR-117A and AR-117B. The map also includes parks AR-61 & AR-64B as well as additional landscape and water-quality lots. A Major Grading Plan is requested to allow rough grading on parcel AR-51 in order to borrow material to balance the earthwork on the project site. An Administrative Permit is requested to transfer units among ARSP parcels, eliminate parcels AR-7 and AR-46, and create parcels AR-117A and AR-117B.

Applicant – Vance Jones, Wood Rodgers, Inc.
Property Owner – Gonzalo Rodriguez, Brookfield Sacramento Holdings, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

A. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to seventy-two (72) conditions of approval;
B. Adopt the three (3) findings of fact and approve the Major Grading Plan subject to twenty-seven (27) conditions of approval.
C. Adopt the three (3) findings of fact and approve the Administrative Permit subject to two (2) condition of approval.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

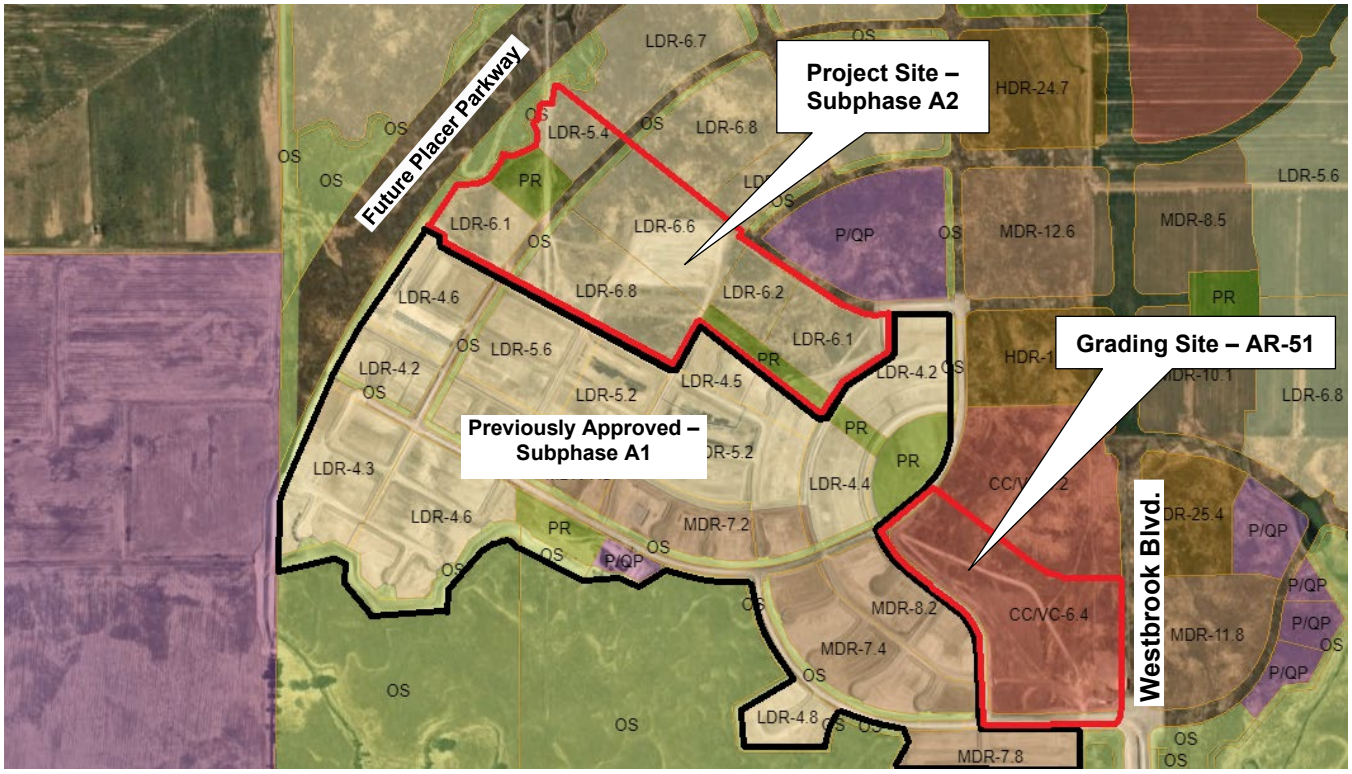
The Amoruso Ranch Specific Plan (ARSP) was approved by City Council in June 2016 to support the development of approximately 696 acres in the northwestern portion of the City, including 2,827

residential units, 51 acres of commercial, 17 acres of public/quasi-public, 22 acres of parks, 145 acres of open space, and 20 acres of urban reserve. An Environmental Impact Report (EIR) (SCH# 2013102057) was certified at the time of Specific Plan adoption. Annexation of the ARSP area into the City of Roseville was approved by the Placer County Local Agency Formation Commission (LAFCO) on December 18, 2018.

An initial Tentative Large Lot Map, which reflected the ARSP land use parcels was approved by the Planning Commission on January 10, 2019. However, during the coordination with the U.S. Army Corps of Engineers (USACE) for federal Clean Water Act (CWA) Section 404 permitting, the USACE required additional avoidance of wetland features that necessitated a modification of the land use plan. A General Plan Amendment (GPA), Specific Plan Amendment (SPA), Rezone (RZ), two Development Agreement Amendments (DAA), and Tentative Large Lot Map Modification application (File #PL19-0312) was reviewed by the Planning Commission on February 27, 2020 and approved by City Council on April 1, 2020. No changes were made to the overall acreage of the ARSP or to the number of housing units.

On March 24, 2022, the Planning Commission approved a Tentative Subdivision Map for 481 residential units within Amoruso Ranch Phase 1 Subphase A1. The current request is for a subsequent Tentative Subdivision Map to create 156 additional residential parcels within Subphase A2.

Figure 1: Project Location (parcels bordered in red)



PROJECT DESCRIPTION

Tentative Subdivision Map – The applicant requests a Tentative Subdivision Map for parcels AR-14, AR-15, AR-27, AR-31, AR-117A and AR-117B.

Major Grading Plan – The applicant requests a Major Grading Plan approval to allow rough grading on parcel AR-51 in order to borrow material to balance the earthwork on the project site.

Administrative Permit – The applicant requests an Administrative Permit to transfer units among parcels in the ARSP, eliminate parcels AR-7 and AR-46, and create parcels AR-117A and AR-117B.

EVALUATION: TENTATIVE SUBDIVISION MAP (PARCELS AR-14, AR-15, AR-27, AR-31, AR-117A and AR-117B)

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold, italic text*** and are followed by an evaluation of the map in relation to each finding.

1. ***The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The proposed project includes a tentative subdivision map for Phase 1 Subphase A2 of the ARSP to divide approximately 34.48 acres into 156 single-family residential lots, 3 water quality lots, 2 park parcels, and 1 paseo parcel in addition to right-of-way parcels. Table 1 below provides a summary of each village within the proposed subdivision, as well as acreages for the other parcels within the subphase.

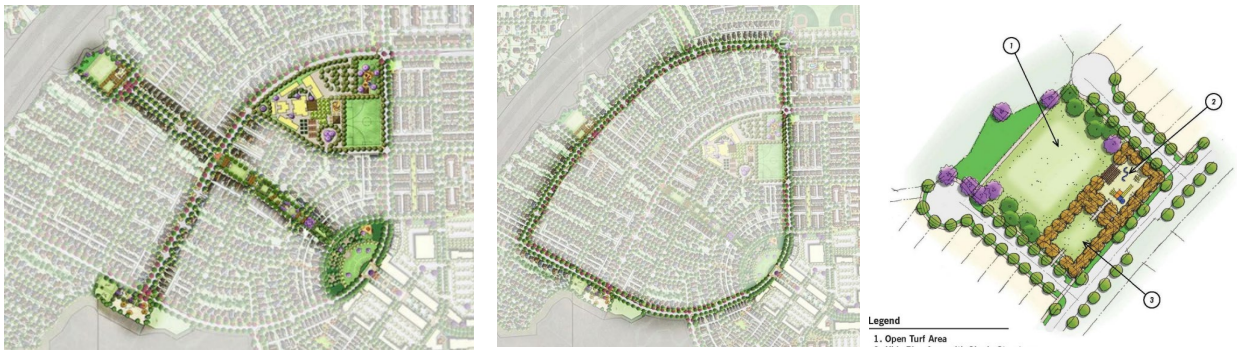
Table 1 – Tentative Subdivision Map Parcels

Parcel Number	Land Use Designation	Zoning Designation	Dwelling Units	Gross Acreage	Density (du/ac)
Residential Lots					
AR-14	LDR	RS/DS	48	7.64	6.3
AR-15	LDR	RS/DS	45	7.91	5.7
AR-27	LDR	RS/DS	13	2.37	5.5
AR-31	LDR	RS/DS	22	4.26	5.2
AR-117A	LDR	RS/DS	13	2.49	5.2
AR-117B	LDR	RS/DS	15	3.30	4.5
Total			**156 lots**	**27.97 acres**	
Water Quality Lots					
"A"	LDR	RS/DS		0.06	
"B"	LDR	RS/DS		0.07	
"C"	LDR	RS/DS		0.37	
Total				**0.50 acres**	
Park Parcels					

AR-61	P/R	P/R		1.71	
AR-64B	P/R	P/R		0.74	
Total				**2.45 acres**	
Paseo Parcel					
AR-72A	OS	OS		0.64	
Total				**.64 acres**	

The layout of the parcels within the project are based on the community form anticipated in the ARSP. While the ARSP allows for flexibility in the physical development of the community over time, there are two key elements that form the framework of the plan; paseos and the park system they connect to. ARSP Phase 1 Subphase A2 contains the central portion of the axial geometry of the planned parks and paseos. Figure 2 shows the applicable figures from the ARSP for reference. As anticipated in the plan, the applicant proposes a street connecting linear park AR-64B and park AR-61 on the western end. A paseo then crosses this linear park section perpendicularly and creates a link between neighborhoods and amenities in the area. Park AR-61 is proposed as anticipated in the ARSP with two roadways with homes that front onto the park as well as frontage onto Green Feather Way. All single-family lots throughout the plan area are oriented with frontage onto public streets. The subdivision layout and street design were reviewed by the City's Engineering Division and the Fire Department to ensure there is adequate street widths for circulation and emergency response.

Figure 2. Park and Paseo diagrams from the ARSP

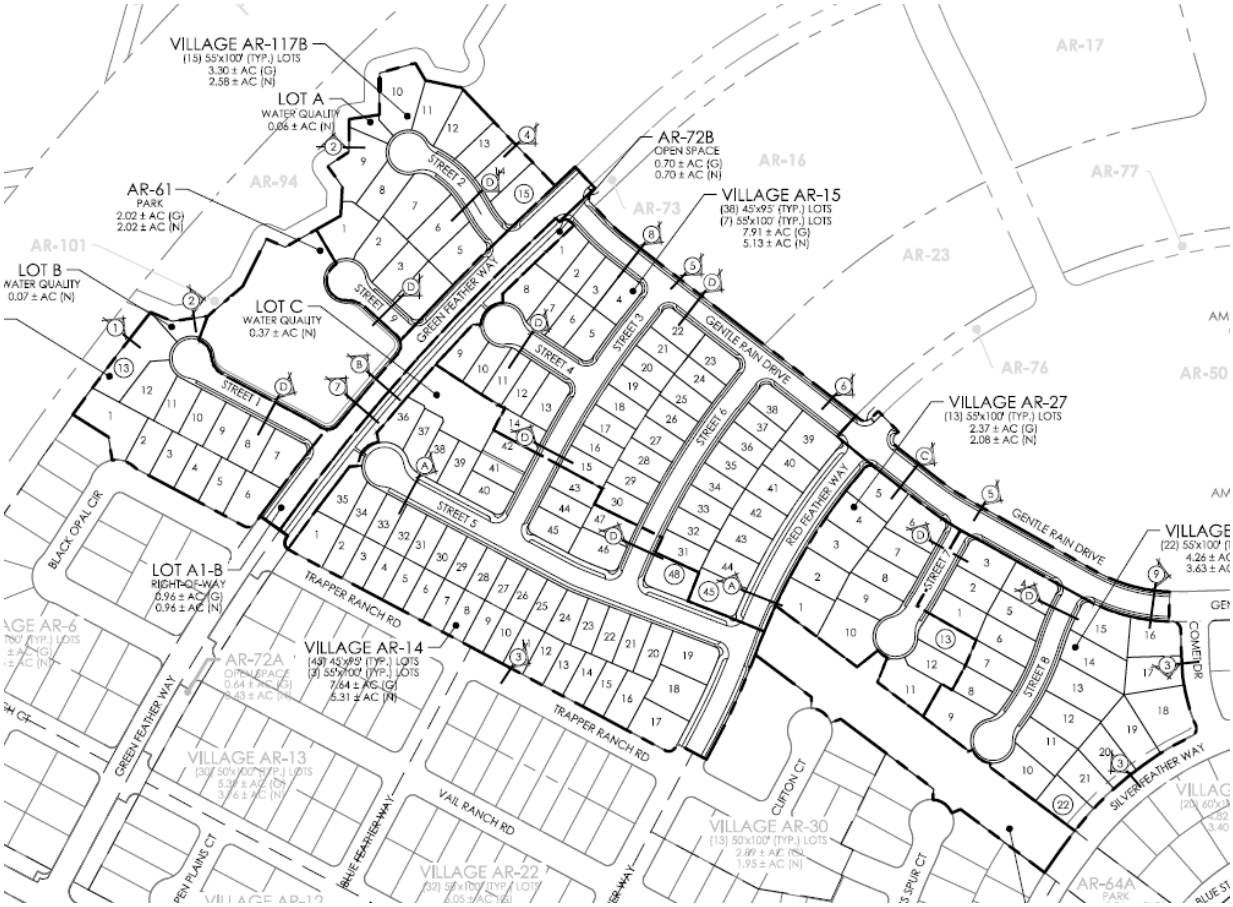


The Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead, these standards are contained within the Zoning Ordinance and ARSP. All residential parcels included in the tentative subdivision map have a zoning designation of Small Lot Residential with Development Standards (RS/DS) overlay. All of the villages within Subphase A2 have a Low Density Residential (LDR) land use designation. A developer may either use the RS/DS development standards established in the ARSP or may adopt adjusted standards through the Design Review Permit for Residential Subdivisions (DRRS) entitlement. No DRRS is requested with this application, so each village will rely on the standard RS/DS development standards within the ARSP.

LDR Villages AR-14, AR-15, AR-27, AR-31, AR-117A & AR-117B: The LDR villages within Subphase A2 of the ARSP will result in a total of 156 single-family residential lots (see Figure 3). As proposed, the LDR villages will conform to the RS/DS standards as provided in the Zoning Ordinance. Proposed densities in the villages range from 4.5 to 6.3 dwelling units per acre. The lots within the villages will have two general sizes. Approximately half will be 55 feet wide by 100 feet deep and the other half will be a smaller

45 feet wide by 95 feet deep, which meets the minimum 4,275-square foot lot area required in the RS/DS zone for lots fronting onto a separated sidewalk.

Figure 3 – Small Lot Tentative Subdivision Map, Subphase A2



There are three water quality lots located within the plan area (Lot A, Lot B, and Lot C). The size of these lots were reduced to the extent possible to limit the visual impact on the plan area. However, due to the relatively flat grade of the project area and the location of planned infrastructure, these lots are necessary to provide adequate storm water quality treatment. Lot A and Lot B are located adjacent to open space parcel AR-94 on the western edge of the project area and will blend into the open space. Water quality lot C is located along Green Feather Way. Condition 9a was added to the project to ensure that this lot will be attractively landscaped because it will be more clearly visible from the public way.

2. ***The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.***

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots are consistent with the proposed development standards. The RS/DS standards have been determined to be of adequate size and shape to support development consistent with the ARSP guidelines. The proposed parcel configurations preserve the location of watercourses and do not create a physical condition that would be impractical for the proposed improvements.

3. ***The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, pursuant to Division 7 of the Water Code.***

As part of the adoption for the ARSP, an assessment of wastewater demands was completed for the entire plan area. The proposed subdivision map is consistent with the total number of units anticipated within the Specific Plan, and therefore will not increase planned demands on sewage services. There will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION: MAJOR GRADING PLAN (PARCEL AR-51)

Grading Ordinance Section 16.20.080 stipulates that three findings must be made in order to approve a Major Grading Plan. The required findings are listed below in ***bold italics*** and are followed by an evaluation.

1. ***The grading plan conforms to the requirements of the city's improvement standards and the provisions of Chapter 16.20 of the Roseville Municipal Code.***

The project includes a request to rough grade Parcel AR-51, in addition to the grading that will take place on the residential subdivisions. The work will balance approximately 66,100 cubic yards of cut and fill across the project. The Engineering Division reviewed the Grading Plan and the rough grading plans are included within Exhibit A.

As part of a future Grading Permit, the applicant will be required to submit a Storm Water Pollution Prevention Plan (SWPPP) prior to the commencement of work. This plan will ensure that storm water will either be contained on site or will be treated and will not impact surrounding properties and water bodies prior to discharge from the site. With the recommended conditions of approval the project will meet the requirements of the City's Improvement Standards and Grading Ordinance, and will be consistent with the master grading and drainage plan for the SVSP.

2. ***The grading has been designed to accommodate, and/or mitigation conditions have been imposed to compensate for any potential impacts to any of the natural features of the property or to adjacent properties, and the grading will not result in any increase in water surface elevation in any stream channel located on the property and associated with the grading as approved.***

The City's Grading Ordinance and General Plan require City staff to evaluate the impacts to wetlands and other natural resource areas and recommend changes to a project if there are opportunities to preserve these areas. Long term preservation of natural resources is best achieved through placement in Open Space areas. Parcel AR-51, identified in the Grading Plan, has a Zoning Designation of Commercial Mixed Use/Special Area (CMU/SA) and a Land Use Designation of Community Commercial/Village Center (CC/VC) and is anticipated for development in the ARSP. Buildout of the ARSP area, including Parcel AR-51, was evaluated in the ARSP EIR and mitigation measures were adopted to compensate for any loss of wetlands. Per the ARSP EIR mitigation measures, any fill that will impact wetland areas will require the applicant to receive approval of an Army Corps of Engineers "404" permit and a Regional Water Quality Control Board "401" certification. The applicant has received approval of the required permits for the project area and has provided staff with the permit documentation. The proposed grading will not result in an increase in water surface elevation of any stream channel.

3. ***The proposed grading is necessary to allow development of the property consistent with the general plan land use allocation for the property.***

Parcel AR-51 has an existing General Plan land use designation of Community Commercial/Village Center (CC/VC). The property will require grading to allow development of the site and the Major Grading Plan will facilitate the property being developed consistent with the land use allocation.

EVALUATION: ADMINISTRATIVE PERMIT

As shown in Table 4.2 of the ARSP each residential specific plan large lot parcel has been allocated a specific number of units. The specific plan anticipated that these units may need to be adjusted as more detailed site development began and includes provisions for transferring units between large lot parcels. The Implementation chapter of the ARSP provides the standards of review for minor residential unit transfers. As described in the ARSP, a minor unit transfer may be approved with an Administrative Permit if the transfer meets the following criteria:

1. The transfer and receiving parcels are located within the ARSP and are subject to a development agreement;

2. The transfer of units does not result in a change to the land use designation, specifically, the transfer does not: (a) reduce the number of units from the transfer parcel below the minimum number of units allowed by the applicable land use designation; or (b) increase the number of units to the receiving parcel above the maximum number of units allowed by the applicable land use designation;

3. The transfer of units does not result in increased impacts beyond those identified in the Specific Plan EIR and does not preclude the ability of the parcels to conform to the applicable standards or regulations contained in this Specific Plan and related Development Standards and Design Guidelines;

4. The transfer of units does not adversely impact planned infrastructure, roadways, schools, or other public facilities, or fee programs and assessment districts;

5. The cumulative increase or decrease in units resulting from the adjustment does not change the unit allocation by more than 20 percent of the units to either the transfer or receiving parcel, as established at the time of the original approval of the Specific Plan;

6. HDR units designated as affordable units may be transferred administratively until such time that they are encumbered by an Affordable Housing Regulatory Agreement (or other form as approved by the City); and

7. For HDR parcels, unit transfers may be approved between HDR parcels administratively, provided the resulting density of either parcel does not fall below 25 units per acre.

Section 19.78.060A of the City of Roseville Zoning Ordinance requires that three findings be made prior to the approval of an Administrative Permit. The required findings are listed below.

1. ***The proposed use or development is consistent with the City of Roseville General Plan and any applicable specific plan.***

2. ***The proposed use or development conforms to all applicable standards and requirements of the Zoning Ordinance.***

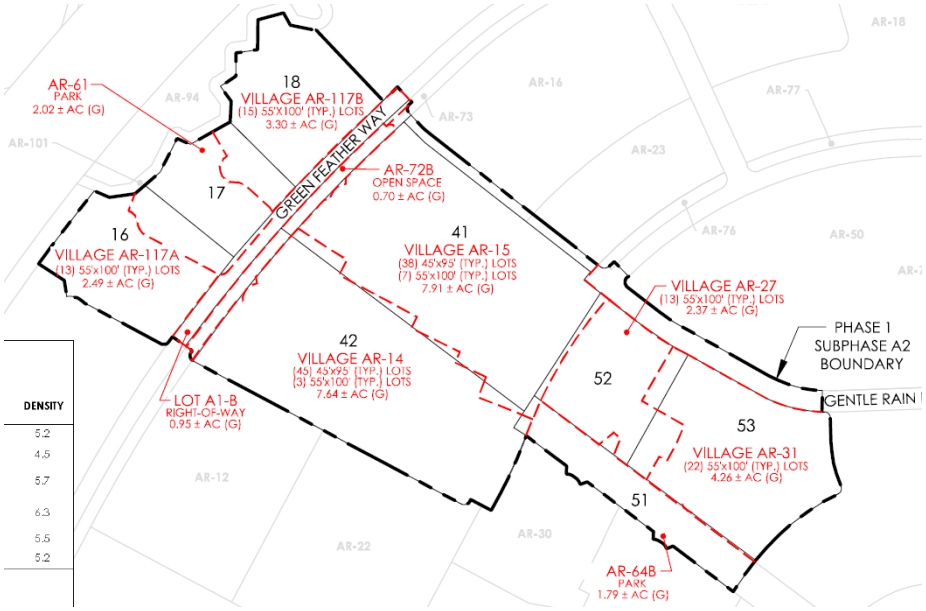
3. ***The location, size, design, and operating characteristics of the use or development is compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.***

As detailed in Table 2 below, the applicant proposes to transfer units among parcels within the ARSP. Additionally, parcels AR-7 and AR-46 are proposed to be removed and replaced with multi-phase parcel AR-117A and AR-117B. A redlined version of the ARSP land use chapter reflecting these changes is included as Exhibit B. The specific plan parcel lines will also be modified with the proposed project to accommodate the proposed lot and street layout (Figure 4). A Large Lot Tentative Subdivision Map modification is not requested because the large lot map boundaries will no longer be applicable with the recordation of the final small lot map. However, the shape of the specific plan parcels within the ARSP will need to be modified to match the small lot map. The overall number of units within the Subphase A1 area will be reduced by 17 units (approximately 10%) from what was anticipated in the ARSP. The LDR land use designation will remain throughout the project area. According to the implementation procedures of the ARSP, any units assigned to a large lot parcel that are not used by a tentative map/Design Review for Residential Subdivision Permit or are not approved for transfer, shall revert to the City unit pool and landowners shall have no subsequent claim to such units. Thus, the applicant proposes to transfer the 17 unused units to parcels AR-1 and AR-2 as shown in Table 2 below. Those parcels are located in the third and final phase of the ARSP.

Table 2: Proposed Unit Transfer

SVSP Parcel	Current Allocation	Transfer (+/-)	Proposed Allocation	Current Density	Proposed Density	Percent Unit Change
AR-1	70	+13	83	3.5	4.1	+19%
AR-2	101	+4	105	4.1	4.3	+4%
AR-14	50	-2	48	6.7	6.3	-4%
AR-15	49	-4	45	6.5	5.7	-8%
AR-27	15	-2	13	6.3	5.5	-13%
AR-31	27	-5	22	6.1	5.2	-19%
AR-117A & B (Former AR-7 and AR-46)	32	-4	28	5.8	4.8	-13%
Total	344	n/a	344			unchanged

Figure 4. Large Lot Parcel Line Adjustments (Proposed in Red)



All of the affected large lot parcels have a Low Density Residential (LDR) land use designation, are located within the ARSP, and are subject to the Amoruso Ranch Specific Plan Development Agreement. The requested transfers will not result in a change to the land use designations, as all parcels will remain LDR. The cumulative change in units is not more than 20% for any of the parcels. The unit transfers will occur in areas that have been identified for development and will not require modification to existing infrastructure or result in new environmental impacts. None of the parcels are designated High Density Residential, nor are they subject to an affordable housing agreement.

The project is consistent with the General Plan, ARSP, and the Zoning Ordinance. The project will transfer planned units between existing specific plan large lot parcels. No physical effects will occur. The transfer will have no effect on the health, safety, or welfare of people in the area, nor will it be detrimental or injurious to private property or improvements.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. A notice of the public hearing was published in the Press Tribune on November 26, 2022 and a notice of the hearing was also distributed to all property owners within 300 feet of the site, and to the Roseville Coalition of Neighborhood Associations. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, which exempts residential projects consistent with a Specific Plan for which an EIR has been certified. The Amoruso Ranch Specific Plan EIR (SCH # 2013102057) was certified on June 15, 2016.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Adopt the three (3) findings of fact and approve the **TENTATIVE SUBDIVISION MAP – 2091 Gentle Rain Drive – ARSP PCL AR-14, AR-15, AR-27, AR-31, AR-117A & AR-117B – AMORUSO RANCH PHASE 1 SUBPHASE A2 – FILE #PL22-0157** subject to seventy-two (72) conditions of approval;

B. Adopt the three (3) findings of fact and approve the **MAJOR GRADING PLAN – 2091 Gentle Rain Drive – ARSP PCL AR-7, AR-14, AR-15, AR-27, AR-31, AR-46, AR-51, AR-117A & AR-117B – AMORUSO RANCH PHASE 1 SUBPHASE A2 – FILE #PL22-0157** subject to twenty-seven (27) conditions of approval; and

C. Adopt the three (3) findings of fact and approve the **ADMINISTRATIVE PERMIT – 2091 Gentle Rain Drive – ARSP PCL AR-1, AR-2, AR-7, AR-14, AR-15, AR-27, AR-31, AR-46, AR-117A & AR-117B – AMORUSO RANCH PHASE 1 SUBPHASE A2 – FILE #PL22-0157** subject to two (2) condition of approval.

Current Plan Check Task Status by Department and Reviewer

Development Services Department Key Performance Measures **As of 8/18/2025 7:15 AM**

	Total Reviews	Past Due	Due Within 6 Bus Days
BUILDING	116	1	83
BUSINESS SERVICES	33	0	18
ELECTRIC	21	0	13
ENGINEERING	70	1	36
EU	7	0	2
FIRE	21	3	9
HOUSING	2	0	2
PARKS	4	0	1
PLANNING	57	0	23
PUBLIC WORKS	12	0	2

Fee Type		Fee Cost Savings			
		1 - 6.9 units/acre	7 - 12.9 units/acre	> 13 units/acre (single-family)	Multifamily
Public Facilities Fee		$1,340.00	$1,042.00	$447.00	$447.00
Placer County Public Facilities Fee		$ 955.06	$955.06	$955.06	$190.09
Park Fees					
NRSP - Phase I		$1,514.00	$1,514.00	$1,514.00	*
NRSP - Phase II		$147.00	$147.00	$147.00	*
NRSP Phase II South		$2,114.00	$2,114.00	$2,114.00	*
WRSP - Westpark		$1,746.00	$1,746.00	$1,746.00	*
SVSP - Westbrook		$2,861.00	$2,861.00	$2,861.00	$1,776.00
*This is a senior single-family community; there is no age-restricted multifamily in this planning area Source: Commercial and Multifamily Development Fees booklet pages 8, 15, and 48					

COUNCIL COMMUNICATION

CC #: 1976
File #: 0111-01

Title:	Placer Regional Homelessness Project
Contact:	Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff requests the City Council's comments and perspectives on the draft Placer Regional Homelessness Project – Phase One. (Attachment A).

BACKGROUND

The last assessment of homelessness conducted by Placer County occurred six years ago. Last year, Placer County initiated the Placer Regional Homelessness Task Force to review current efforts regarding homelessness in South Placer. The focus of the project is to undertake a process to develop a regional strategic plan for homelessness. The project began with a series of research and stakeholder engagement activities to help identify gaps, issues and opportunities, and to create a set of potential strategies to address homelessness in South Placer.

Over the course of time since the project began the project team has accomplished the following:

• Placer County homelessness response system review and inventory of services
• Best practices research
• Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
• Mapping of key amenities for a preliminary housing location analysis
• Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
• Convening public safety and legal counsel across the region to discuss potential and aligned responses to the Martin v. Boise decision.

Additionally, the process involved a series of meetings with two working groups. The Ad Hoc Group that was comprised of two elected officials from each city in South Placer and the Regional Working Group that consisted of staff from the same cities and selected organizations that work with the homeless community.

The two groups worked independently until a final meeting when the strategies developed, based on the discussions during these meetings, were presented to the Ad Hoc Group for their consideration.

Strategies for consideration arose from an issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group members.

Based on the discussions and recommendations during a December 15, 2021, Ad Hoc Group meeting, an additional meeting was held with the group on February 24, 2022, for the purpose of providing the consultant with additional insights and perspectives before the draft report was finalized.

The consultant is meeting with the City Councils of the cities in South Placer to present the draft report and gain input and layout the proposed next phase of the project. Once the meetings have concluded, the consultant will present the draft report, including the insights and perspectives gained from the meetings with the City Councils, to the Placer County Board of Supervisors for their direction regarding Phase 2 of the project.

FISCAL IMPACT

There is no financial impact associated with this action.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

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

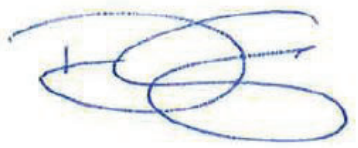
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment A - Final Placer Homelessness Response Emerging Strategies Phase One Report

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Ruiz, Amy	Approved	3/1/2022 - 12:56 PM
City Manager	Casey, Dominick	Approved	3/2/2022 - 6:50 PM
Paralegal	Hakala, Gretchen	Approved	3/3/2022 - 2:58 PM
City Clerk	Six, Katrina	Approved	3/3/2022 - 7:19 PM
Assistant City Manager	Louthan, Dion	Approved	3/4/2022 - 10:49 AM
Chief Financial Officer	Kauffman, Dennis	Approved	3/4/2022 - 4:09 PM
City Attorney	Sheidenberger, Michelle	Approved	3/7/2022 - 8:17 PM
City Manager	Casey, Dominick	Approved	3/8/2022 - 10:46 AM
City Clerk	Six, Katrina	Approved	3/8/2022 - 2:43 PM

BICYCLE FRIENDLY COMMUNITY
Fall 2021
BRONZE
THE LEAGUE OF AMERICAN BICYCLISTS

ROSEVILLE, CA

TOTAL POPULATION
141,500

TOTAL AREA *(sq. miles)*
44.08

POPULATION DENSITY
3215

OF LOCAL BICYCLE FRIENDLY BUSINESSES 0

OF LOCAL BICYCLE FRIENDLY UNIVERSITIES 0

10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

	Average Silver	*Roseville*
High Speed Roads with Bike Facilities	35%	100%
Total on- and off-road Bicycle Network Mileage to Total Road Network Mileage	48%	71%
Bicycle Education in Schools	GOOD	GOOD
Share of Transportation Budget Spent on Bicycling	11%	25%
Bike Month and Bike to Work Events	GOOD	EXCELLENT
Active Bicycle Advocacy Group	YES	NO
Active Bicycle Advisory Committee	MEETS EVERY TWO MONTHS	NONE
Bicycle–Friendly Laws & Ordinances	GOOD	EXCELLENT
Bike Plan is Current and is Being Implemented	YES	SOMEWHAT
Bike Program Staff to Population	1 PER 78K	1 PER 31K

CATEGORY SCORES

ENGINEERING *Bicycle network and connectivity*	4.4/10
EDUCATION *Motorist awareness and bicycling skills*	4.9/10
ENCOURAGEMENT *Mainstreaming bicycling culture*	5.6/10
EVALUATION & PLANNING *Setting targets and having a plan*	5.8/10

KEY OUTCOMES

	Average Silver	*Roseville*
RIDERSHIP *Percentage of Commuters who bike*	2.7%	0.38%
SAFETY MEASURES **CRASHES** *Crashes per 10k bicycle commuters*	537	1,369
SAFETY MEASURES **FATALITIES** *Fatalities per 10k bicycle commuters*	6.3	0



KEY STEPS TO SILVER



» Continue to improve and expand the low-stress bike network for all ages and abilities, and ensure that your community follows a bicycle facility selection criteria that increases separation and protection of bicyclists based on levels of motor vehicle speed and volume.

» Develop a system of bicycle boulevards, utilizing quiet neighborhood streets, that creates an attractive, convenient, and comfortable cycling environment welcoming to cyclists of all ages and skill levels. Use the Bicycle Boulevards section of the NACTO Urban Bikeway Design Guide for design guidelines.

» Ensure that your Complete Streets policy is followed for all projects, and that compliance is tracked. Ensuring compliance with a Complete Streets policy is an important and often low-cost way to add to your bicycle network. Striping bicycle lanes as part of repaving operations can save 40% of the cost of adding a bicycle lane. If necessary, revisit your Complete Streets policy and process to ensure better compliance.

» Continue to increase the amount of high quality bicycle parking throughout the community, and to upgrade the quality of existing bike parking to meet APBP standards. (See www.apbp.org/bicycle-parking-solutions)

» Consider launching a bike share system that is open to the public. Bike sharing is a convenient, cost effective, and healthy way of encouraging locals and visitors to make short trips by bike, make bicycling more accessible to all, and to bridge the 'last mile' between public transit and destinations.

KEY STEPS CONTINUED ON PAGE 2...

ROSEVILLE, CA

Fall 2021

KEY STEPS TO SILVER CONTINUED

» Improve bicycle safety education for students of all ages by incorporating on-bicycle education opportunities and by expanding the program to all K-12 schools. Providing bicycles in schools for on-bike education ensures that all students can learn to safely ride a bicycle regardless of the availability of a bicycle in their household.

» Host a League Cycling Instructor (LCI) seminar to increase the number of local LCIs in your community. Having several active instructors in the area will enable you to expand cycling education for youth and adults, recruit more knowledgeable cycling ambassadors, deliver Bicycle Friendly Driver education to motorists, and have experts available to assist in encouragement programs. Visit bikeleague.org/ridesmart for more information.

» Create an official Bicycle & Pedestrian Advisory Committee (BPAC) to create a systematic method for ongoing citizen input into the development of important policies, plans, and projects. Ensure that the members of the committee reflect the diversity and ability levels of cyclists in your community.

» Begin the process of creating a new Bicycle Master Plan or updating your 2008 Bike Plan. Regularly updating your bicycle plan is key to improving conditions for bicycling, adhering to evolving best practices and national standards, and institutionalizing processes for continual evaluation and improvement. Ensure the new plan includes specific and measurable goals and performance measures to track progress, and is supported by a dedicated budget for implementation.

» Continue to develop a bicycle count program that utilizes several methods of data collection including automated bicycle counters to provide long-term data on bicycle use at fixed points and mobile counters to provide periodic or before/after data related to a changes in your community's road or bicycle network. Observational counts and surveys can continue to supplement automated data in order to collect demographic information and examine social equity goals.

MORE RESOURCES FOR IMPROVING YOUR COMMUNITY:

» **League of American Bicyclists: https://www.bikeleague.org**

» **Guide to the BFC Report Card: https://bikeleague.org/sites/default/files/Guide_to_the_Bicycle_Friendly_Community_Report_Card.pdf**

» **Resources for Building a Bicycle Friendly Community: https://bikeleague.org/BFC_Resources**

» **Building Blocks of a Bicycle Friendly Community: https://bikeleague.org/content/building-blocks-bicycle-friendly-communities**

» **About the BFC Application Process: https://bikeleague.org/content/about-bfc-application-process**

» **The Five E's: https://bikeleague.org/5-es**

» **Tips for Current and Aspiring BFCs: https://bikeleague.org/BFC-tips**

» **Smart Cycling Program: https://bikeleague.org/ridesmart**

» **Advocacy Reports and Resources: https://bikeleague.org/reports**

» **Bicycle Friendly Business Program: https://bikeleague.org/business**

» **National Bike Month: https://bikeleague.org/bikemonth**

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2023-24

1. **Any amounts deposited into the Fund, with segregation of amounts deposited from payments pursuant to a Recognized Obligation Payment Schedule ("ROPS") from other sources.**

Amount	*Source*	*Purpose*
$60,864	Interest on Investments Earned	Fund Balance-Reserved
$19,500	Interest on Notes/Loans	Fund Balance-Reserved
$45,778	Monitoring Fees	Fund Balance-Reserved
$252,532	20% Deposit from City Loan Payoff	Fund Balance-Reserved
$56,700	Loan Payoffs-Program Income	Fund Balance-Reserved
$15,000	Other Income	Fund Balance-Reserved
$450,374	**Total Deposits**	

2. **The balance in the Fund at the fiscal year end, with segregation of amounts held to meet obligations on a ROPS from other amounts.**

Amount	Description
$1,911,160	Ending Cash
$6,850	Interest Receivable
$1,918,010	**Fund Balance 6/30/24**

3. **A description of expenditures from the Fund by category for:**
   a. **Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered by the redevelopment agency or the housing successor and administering permitted affordable housing activities. *The amount that can be spent on monitoring and administration is capped at 2% of the value of the assets in the Fund or $200,000 whichever is greater.***
   b. **Homeless prevention and rapid rehousing services. *This amount is limited to $250,000 annually.***
   c. **Development of housing affordable to households at or below 80% of area median income ("AMI").**

Amount	*Description*
$50,452	a. Staff charges for Monitoring
$101,046	a. Professional Services
$12,199	a. Misc Office Charges
$249,999	b. Homeless Prevention
$500,000	c. Development of housing
$913,696	**Total Expenditures**

4. **The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts. *"Statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer form approved by the Department of Finance ("DOF") and the purchase price of properties purchased by the housing successor.***

Amount	*Description*
$875,000	Land - Note Receivable
$5,760,000	Mercy Housing - Deferred Receivables
$500,000	Hampstead Prospera at Fiddyment Workforce
$3,693,755	FTHB/commercial Deferred Receivables
$861,715	Residential
$11,690,470	**Total Value of Land & A/R**

5. A description of any inter-jurisdictional transfers of monies from the Fund in the previous fiscal year as well as any transfer from prior fiscal years if the funds are still unencumbered and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

None

6. A description of any project for which the housing successor receives or holds real property tax revenue pursuant to the ROPS and the status of that project.

None

7. For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with the development of the property within five (5) years after the DOF approved the property as a housing asset, which would typically be the date of approval of the housing asset transfer list. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Mercy Housing secured a loan from the Housing Successor for $5,760,000 for the development of a 58-unit mixed-use affordable housing development at 623 Vernon Street, Roseville. The loan was approved by the City Council, acting as the Housing Successor, on November 16, 2016. The project was completed in November 2018.

In 2016, the Housing Successor committed $600,000 of funding from the low/moderate affordable housing funds towards the Junction Crossing affordable rental housing development at 120 Pacific Street. The deferred low interest loan was approved by the City Council, acting as the Housing Successor, on October 20, 2021. This project includes 80 affordable units available for low- and very low-income households and was completed in February 2024.

The Housing Successor loaned $500,000 in gap funding to Hampstead Company's Prospera at Fiddyment - Workforce Housing project for the development of a 104-unit mixed-income affordable housing development. The project is located at 2801 North Hayden Parkway in West Roseville and was completed in October 2024. The loan was approved by the City Council, acting as the Housing Successor, on April 3, 2024.

8. A description of any outstanding replacement housing and housing production obligations that transferred to the housing successor on February 1, 2012, the housing successor's progress in meeting those obligations, and the housing successor's plans to meet the unmet obligations.

The Agency finalized a loan of $500,000 from Low/Mod funds to one affordable rental project that developed 59 very low- and low-income units. The Agency will continue to use loan portfolio payoffs and 20% set-aside deposits from City loan payments to provide additional assistance for affordable housing developments. The value of the 20% loan receivable from the Successor Agency on June 30, 2024, is $2,234,941 providing the California Department of Finance approves the payment of the City loans by the Successor Agency.

9. **Reporting on income targeting requirements does not need to be included until December 31, 2019 for the period from January 1, 2014 through the end of the fiscal year covered by the report (June 30, 2019 for most housing successors), and every five years thereafter. However, it may be useful for housing successors to track this information on an annual basis to ensure the requirement is met every five years.** ***The required income targeting expenditures are that, over a five year period, the funds remaining after expenditures for monitoring and administration and rapid rehousing services, if any, must be expended for the development of housing affordable to and occupied by households earning 80% or less of the AMI, with at least 30% of the funds expended on the development of housing affordable to and occupied by households earning 30% or less of the AMI and not more than 20% of the funds expended on the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI.***

Project	*Loan Mount*	*Assisted Units*	*AMI*
Prospera at Fiddyment Workforce	500,000.00	8	30%
Junction Crossing	438,000.00	8	30%
Junction Crossing	162,000.00	3	50%

10. **The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the total number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.** ***If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.***

In last 10 years:

# of Units	*Description*
0	Senior Restricted Rental Housing Units
601	Non-Senior Restricted Rental Housing Units
601	**Total Units**
0%	% of Senior Restricted Rental Housing Units

11. **The amount of any excess surplus, the amount of time that the successor agency has had the excess surplus, and the housing successor's plan for eliminating the excess surplus.** ***The definition of excess surplus has been modified so that an "excess surplus" exists to the extent a housing successor holds unencumbered funds in its Fund in an amount that exceeds the greater of $1,000,000 or the total amount of deposits into the Fund for the preceding four fiscal years. The housing successor is required to spend the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.***

Fiscal Year	**Amount Deposited**
FY2022-23	$500,424
FY2021-22	$1,301,704
FY2020-21	$603,561
FY2019-20	$419,559
TOTAL	**$2,825,248**

Fund Balance – 6/30/23	**$1,918,010**

Amount of Fund Balance does not exceed the sum of the deposits in the prior four years.	**$0**

12. Inventory of Home Ownership Units: This section provides an inventory of homeownership units assisted by the former Agency or FVHA as Housing Successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Low and Moderate Income Fund per Section 33334.3 (f).

Loan Date	*Loan Due in yrs*	*Address*	*Amount*
12/2/2008	45	121 Hickory Street	77,300.00
12/2/2008	45	177 Hickory Street	100,000.00
2/18/2009	45	109 Hickory Street	100,000.00
6/30/2009	45	153 Hickory Street	98,637.00
11/4/2009	45	145 Hickory Street	100,000.00
11/24/2009	45	125 Hickory Street	85,778.00
11/25/2009	45	141 Hickory Street	100,000.00
11/25/2009	45	113 Hickory Street	100,000.00
3/11/2010	45	149 Hickory Street	100,000.00
		TOTAL	**$861,715.00**

2025–26 Community Development Block Grant

Acquisition of
Affordable Rental Housing
Notice of Funding Availability

Date Due: 12:00 p.m. – September 5, 2025

2025–26 CDBG
Acquisition of Affordable
Rental Housing
Notice of Funding Availability

INTRODUCTION

The City of Roseville (City) announces the availability of $700,000 in Community Development Block Grant Program (CDBG) funds to be awarded to qualified nonprofit affordable housing developers/project sponsors. Funding under this Notice of Funding Availability (NOFA) is for the purpose of property acquisition that will assist in the development of affordable rental housing in the City of Roseville to provide permanent or transitional housing for low-and moderate-income (LMI) persons. The funding will be provided for the acquisition of real property or land for the future development of affordable rental housing. The future proposed project must contain 1 unit per $100,000 (i.e., a minimum of 7 units for $700,000, etc.).

The amount of financial assistance allocated to eligible acquisitions under this NOFA will be limited to $700,000. As appropriate, financial assistance will be made in the form of a loan, secured by a lien against the property, and will have a term of 55 years with 3% simple interest. Preference will be given to Applicants who can commit to expending the CDBG funds by March 31, 2026, and an affordable housing project must be developed within a three to four-year period from commitment date. *The award and disbursement of these funds is contingent upon the City of Roseville's receipt of the 2025–26 CDBG Grant Agreement from the U.S. Department of Housing and Urban Development (HUD).*

The City reserves the right to increase or decrease the amount in the NOFA.

Qualified nonprofit affordable housing developers/project sponsors (Applicants) that can meet the NOFA requirements and demonstrate their ability to finance, design, manage affordable rental housing are encouraged to submit proposals. Proposals will be reviewed for compliance with the CDBG Program regulations and the terms of this NOFA. All proposals must be received by 12:00 p.m. on September 5, 2025. Funding will be awarded by the City on a competitive basis to the project or projects that provide the best opportunity to address the City's affordable housing needs.

The City reserves the right to request that Applicants submit additional information to clarify submitted information. Also, the City reserves the right to suspend, amend or modify the provisions of this NOFA, to reject all proposals, to negotiate modifications of proposals, or to award less than the $700,000 of funding made available.

ELIGIBLE APPLICANTS

Proposals will be accepted from experienced qualified nonprofit organizations and affordable housing developers/project sponsors. Applicants should have experience completing affordable rental housing projects of similar size and complexity as the proposed project, preferably within the Placer/Sacramento regions. ***Acquisition by a private for-profit entity is not eligible under §570.201(a).***

Organizations must have a valid UEI (Unique Identifier Number). For information on how to obtain a UEI number please visit the website: https://sam.gov/content/duns-uei. Entities with an exclusion listed on SAM.gov are not eligible to participate in the CDBG program or receive funding.

PREFERECES

Preference will be given to projects located on properties within the areas shown on the maps in Attachment C. These areas are key commercial areas within the City's Douglas-Harding and Douglas-Sunrise Corridor Specific Plans. The City is actively pursuing reinvestment projects in these areas, including opportunities for multifamily housing that will activate and support commercial uses. Multifamily housing is a permitted use in the areas shown on the map and public hearings are not required for affordable housing projects. The City has also provided California Environmental Quality Act (CEQA) clearance, utility capacity, and reduced parking requirements for multifamily projects at densities of 25 units per acre or greater.

Additional preference will be given to projects serving households exiting homelessness.

CDBG PROGRAM OVERVIEW

The Community Development Block Grant (CDBG) Program is one of the longest-running programs administered by HUD. It provides annual funding to entitled cities and counties to carry out a wide range of community development activities to improve the lives of their low- and moderate-income residents through the creation and expansion of economic and community development opportunities in support of livable communities.

CDBG Program statute requires that each activity funded must meet one of the three national objectives; Benefit to low-and moderate-income (LMI) persons (80% AMI or less); Aid in the prevention of elimination of slums or blight; and meet a need having a particular urgency.

HUD REGULATIONS

The availability and use of the funds under this NOFA are subject to the CDBG Program regulations imposed by the United States Department of Housing and Urban Development (HUD) and can be found at 24 CFR Part 570.

ELIGIBLE PROJECTS

The City of Roseville 2025–26 CDBG Affordable Housing award will support rental units designated for lower-income households with household income of no more than 80 percent AMI with a priority for financing for rental projects restricted to households with incomes of no more than 60 percent AMI.

Projects considered for funding must meet all three of the following requirements: (1) be an eligible activity for CDBG funding; (2) qualify for funding on the basis of principally benefiting lower-income persons; and (3) meet the City of Roseville CDBG Consolidated Plan goal of acquisition or development of rental housing affordable to very low- and low-income

households.

Eligible projects must be located within the City of Roseville. Projects which are assisted under this NOFA must create 1 unit per $100,000 and must provide permanent or transitional affordable rental housing.

Proposals for the following types of activities will be accepted:

- Acquisition of real property to be used for permanent housing for low-income persons (80% AMI or less);
- Acquisition of real property to be used for transitional housing for low-and moderate-income (LMI) persons;
- Acquisition of vacant land for the development of permanent or transitional housing for low-and moderate-income (LMI) persons:
    - End use of land is limited to the creation of housing designated for lower-income households with household income of no more than 80 percent of the HUD Area Median Income for Placer County (AMI);
    - An affordable housing project must be developed and occupied within a four-year period from commitment date.
    - Land acquired must be retained for its originally intended use, which must qualify as a categorically excluded activity under 24 CFR 58.35.

CDBG funds may be used to reimburse the cost of surveys to identify the property to be acquired, appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to the acquisition process. Reimbursement for expenses incurred before CDBG funds were allocated or before the National Environmental Policy Act (NEPA) review was completed is not allowed under the regular CDBG program.

AFFORDABILITY COVENANT

Restricted units must remain affordable for the remaining life of the project, which shall be no less than fifty-five (55) years. A restrictive covenant will be recorded against the property to ensure affordability during the term of the agreement. All projects shall be required to agree to maintain the project's affordability for the term of the restrictive covenant, regardless of whether the loan is fully repaid. A draft Regulatory Agreement is included in Attachment A.

The annual reporting requirements will be outlined in the Regulatory Agreement. Projects receiving funds from the City shall be monitored annually to ensure compliance with the occupancy and affordability requirements of the Regulatory Agreement.

ENVIRONMENTAL REVIEW AND ASSESSMENT

Projects must comply with the requirements of the California Environmental Quality Act (CEQA). The Project will also be assessed in accordance with the National Environmental Policy Act (NEPA) requirements. Award of funds will be subject to completion of a Phase 1 Environmental Site Assessment. *If a Phase 1 Environmental Assessment has already been completed, it must*

be included as an attachment with the application.

Hazardous Materials: It is HUD policy, as described in §50.3(i), that "(1)... all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. (2) HUD environmental review of multifamily and non- residential properties shall include evaluation of previous uses of the site and other evidence of contamination on or near the site, to assure that occupants of proposed sites are not adversely affected by the hazards..." Sites known or suspected to be contaminated by toxic chemicals or radioactive materials include but are not limited to sites: (i) listed on an EPA Superfund National Priorities or CERCLA List, or equivalent State list; (ii) located within 3,000 feet of a toxic or solid waste landfill site; or (iii) with an underground storage tank (which is not a residential fuel tank).

UNIFORM RELOCATION ASSISTANCE (URA) REQUIREMENTS

Acquisition of real property with CDBG funds is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Specifically, 24 CFR 570.606(e) requires that acquisition of real property for a CDBG-funded activity or series of activities (including CDBG- funded acquisition itself) must comply with the URA real property acquisition requirements at 49 CFR Part 24, Subpart B.

Applicant must be required to follow 49 CFR 24.101(b)(1) for the acquisition to avoid triggering URA. This includes notifying the seller in writing that if negotiations fail to result in an amicable agreement, they will not seek to acquire the property (in other words, will not seek eminent domain); and notifying the seller in writing of what they believe to be the market value of the property.

RELOCATION PLAN

Any Applicant proposing to acquire land using City funds that may result in the displacement of residential or commercial tenants must fully comply with both federal and state relocation laws.

LEAD MITIGATION REQUIREMENT

HUD requires that certain housing projects built before 1978 will need to meet lead-mitigation standards. These include activities involving housing rehabilitation, tenant-based rental assistance, acquisition, leasing, support services, and operations. Housing exclusively for seniors or persons with disabilities is exempted, unless a child under age 6 is expected to reside there. Also exempted are 0- bedroom dwellings, including efficiency apartments, single-room occupancy structures (SROs), or rentals of individual rooms in residential dwellings.

PREVAILING WAGE LAW

Funds awarded under this NOFA may be subject to federal Davis-Bacon law and state prevailing wage law, as set forth in Labor Code Section 1720 et seq., and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code, Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

Applicants are urged to seek professional advice as to how to comply with state prevailing wage law. *Since funds are limited to acquisition, projects will likely be considered exempt.*

ACCESSIBILITY AND NON-DISCRIMINATION

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code, Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 Code of Federal Regulations (CFR) Part 8, or U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 American Disabilities Act Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR, Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

SUBMITTAL REQUIREMENTS

1. Executed Proposer's Certification Form

See Attachment B.

2. Cover Letter

Provide a brief summary of the proposed project and discuss your firm's qualifications, why you are uniquely qualified to merit the City's investment and why your proposal should be selected for funding. The letter should clearly identify all of the team members and their role. The cover letter should also indicate and provide contact information for the single point of contact/overall project manager.

3. Development Entity

Identify the entity with the legal authority to contract directly with the City, including all joint ventures/limited partners and their percentage ownership interest (if applicable).

Include resumes and a description of background experience of each principal and each person having major responsibilities for the project's development and include a description of their roles in the proposed project.

Identify the type of legal entity with whom the City would contract and the person who has the legal authority to enter into a contractual agreement with the City on behalf of the Applicant.

4. Experience

Provide evidence of past project experience, particularly with developing affordable rental housing projects.

For three (3) projects include:

- a brief narrative description of the project,
- the Applicant's role,
- the cost of the project,
- amounts and sources of funds used to finance the project,
- the date the project was completed,
- indicate if the project was completed on time and within budget,
- include information on the roles the proposed principals and project staff played in these projects.

5. References

For each of the three projects listed above in Section 4, provide a reference with the applicable city or agency including name, title, telephone number and email address.

6. Financial Statements

In order to assess the financial soundness of the Applicant's proposed principal development entity, the submittal shall include copies of the two most recent audited financial statements of the Applicant and each proposed development entity/joint venture partner, as applicable.

7. Description of Proposed Project Concept

Provide a written description of the proposed project, including scale of development:

- Number of stories,
- type of construction,
- number of units/buildings,
- levels of affordability proposed,
- use of proposed tenants of commercial component [if applicable],
- occupancy restrictions,
- number and type of accessible units,
- bedroom size of units,
- number of parking spaces,
- proposed amenities.

Provide basic site information such as property address; Assessor Parcel Number; square footage; existing uses; an initial assessment for the need to relocate existing commercial and/or residential tenants, as may be applicable; current General Plan land use designation and zoning; indicate if the proposed project is consistent with the existing zoning, or if rezoning is required. Describe the property location, neighborhood, transportation options, local services, and amenities (full-service grocery store, neighborhood park, pharmacy, medical facility, schools, etc.) within close proximity to the site (include distance, e.g., ¼ mile, ½ mile).

If available, provide a graphic depiction of the proposed project consisting of a preliminary site plan and elevation.

Describe the proposed plans on how the future project will be managed. For example, if proposing the development of Permanent Supportive Housing, provide the management plan for the program. Also, if applicable, provide a list of affordable rental projects that are currently under the company's management, include each property's location, number of units and number of affordable units.

8. Financing Plan and Pro forma

Provide a narrative description of the proposed method of financing for the proposed project, including all sources of debt and equity. Given the competitive nature of many of the available local, state and federal funding programs, the narrative should describe the Applicant's approach to alternative financing scenarios as a contingency to the preferred plan.

The proposal should also include a complete preliminary financing pro forma of the proposed project including:

- Total development cost budget, itemized for each component of the Project, identifying predevelopment costs, estimates of land acquisition and site preparation costs (if applicable), direct construction costs (for each component) and all indirect and financing costs, including the developer fee, construction escalation, design contingency, and construction contingency of no less than 10%.

- For mixed-use projects, a development budget with the costs attributable to the commercial/retails component clearly delineated from those for the residential component.

- A complete, phased, sources and uses of funds table for acquisition/predevelopment, construction, and permanent financing for each component of the project. The table should clearly indicate the amount of requested City CDBG financial assistance.

- An initial 15-year operating pro forma with estimated income and expenses including rents for each unit type and assumed inflation factors for both revenues and expenses; assumed vacancy rate; projected debt service with commercial lender assumed interest rate, loan term and amortization, as appropriate; and all distributions of remaining cash flow. The pro forma should clearly detail assumptions on rents for all unit types including utility allowance factors and other sources of income.

- An Excel pro forma is required. Utilizing a standard State of California Universal Application for the Development of Affordable Rental Housing is preferred, however other Excel pro formas that includes all of the above information is acceptable.

The proposal should also include a financing plan for how the applicant will fund ongoing costs and supportive activities once the project has been constructed.

9. Evidence of Site Control

At the time of proposal submission, Applicants with site control of the property for the proposed project for which funding is requested will be prioritized.

- **For Applicants with site control**, they must show that if the proposal is selected, site control can be maintained until the property can be acquired. As evidence of site control, one of the following documents may be submitted with the application:
    - Purchase and Sales Agreement, along with a copy of the title report, including evidence that the agreement is for a term that is sufficient to hold the property until the anticipated date of purchase.
    - Option to purchase or lease, binding on seller or landlord, including evidence that options are renewable until the anticipated date of purchase.
    - Executed land sales contract or other enforceable agreement for acquisition; or
    - Other evidence that Applicant has site control acceptable and as determined by the City.
- **For Applicants who do not have site control at the time of application,** CDBG regulations state that once you have applied for funding, there can be no commitment until the National Environmental Policy Act (NEPA) is completed. If anything is signed/committed from the time Applicant has applied for funding, the project becomes ineligible for CDBG funding.

10. Community Outreach Plan

Provide a preliminary plan for conducting community outreach to neighbors of the proposed Project and community groups. The outreach plan should describe how the Applicant intends to build support for the Project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.

11. Residential Services Plan

If applicable, provide a residential services plan that describes services to be provided to tenants (e.gs. childcare, computer training, etc.) and demonstrates how supportive services for the target tenant population will be provided and funded. The plan should also show funding commitments for services.

12. Project Schedule

Provide a preliminary Project schedule identifying the estimated date of achieving key milestones including securing of all financing commitments; acquisition of the site; start of construction; completion of construction; and lease-up and stabilization of residential and commercial operations (if applicable).

13. Appraisal

A recent appraisal (within six months) and preliminary title report should be attached to the application if there is already under an agreement or option for the property. *If an appraisal is not available, submit one as soon as is practical (not later than 30 days after application due date).* Acquisition costs may not exceed the fair market value of the property as determined by appraisal. If the acquisition price is significantly higher than appraised value, the City may reject the application or deny the funding unless the price can be negotiated reasonably close to the appraised value.

If any of the required documentation is not provided with your application, it will be deemed non-responsive, and the application will not be considered further.

PROPOSAL SUBMISSION PROCESS

Questions can be sent by email or by telephone to Michelle Wurster, Housing Analyst.
Email: mewurster@roseville.ca.us
Phone: 916-774-5295.

Responses to this NOFA are to be sent by email with the designated subject line:

Subject: **Proposal AH NOFA**

To: mewurster@roseville.ca.us

Please note that the maximum size for attachments is 25 MB

DUE DATE: September 5, 2025.

EVALUATION AND SELECTION

Review of Proposals & Project Selection Process

City staff and technical consultants will review all proposals submitted that meet the NOFA requirements. Proposals will be evaluated based on the Applicant and Project Selection Criteria and NOFA identified priorities. Scoring serves as a basis to compare applications but ultimately the decision to award funds is based on the City Council's approval. Successful respondents to this NOFA will be placed on the City's CDBG Affordable Rental Housing project list, subject to approval of funding by the City of Roseville City Council.

APPLICANT AND PROJECT SELECTION CRITERIA – 100 POINTS TOTAL

Applicants who submit proposals that meet the requirements of this NOFA will be evaluated according to the criteria below:

1. **Applicant qualifications, experience, and management of affordable rental housing – 30 points:**
   a. Qualifications of the Applicant and development team.
   b. Experience completing affordable rental housing projects of similar size and complexity as the proposed project.
   c. Applicants' track record of successfully developing similar projects on time and within budget.
   d. Positive track record for collaborative negotiations with public agencies (as demonstrated by references).
   e. Track record of positive cash flow and compliance with regulatory agreements, property reserves and property management standards for existing projects.

2. **Applicant Financial Capability and Economic Feasibility of Project: – 30 points**
   a. Source and amount of equity contributions and other sources of funding.
   b. Degree of leveraging of City Affordable Housing funds.
   c. Per unit subsidy of City Affordable Housing funding requested and overall, per unit cost to construct.

3. **Public Benefit and Response to City's Housing Priorities – 30 points**
   a. Project has housing units affordable to Extremely Low (highly desirable), Very-Low and Low-income households.
   b. Project has housing units that address households with special needs (e.g., homeless, seniors, and/or special needs) and has appropriate level of services for the target population and identifies funding to provide for such services.
   c. Applicant has proven success at gaining community support for affordable housing projects and remaining sensitive to community and neighborhood concerns throughout operations.
   d. Project results in units that can be counted towards the production totals of the City, pursuant to definitions in California law and adopted by the Sacramento

Area Council of Governments (SACOG) Regional Housing Needs Assessment (RHNA).

e. Project incorporates Universal Design principles into some or all affordable units.

4. Site Appropriateness – 10 points:

a. Project site is within ½ mile of a transit station or a transit corridor

b. Project site has easy access to relevant local services and amenities, such as parks, medical services, fresh foods, schools, etc.

c. Proposed project is consistent with the proposed site's General Plan land use designation and zoning. In cases where the land use designation and/or zoning would require an amendment, applicant can demonstrate that the proposed project warrants an amendment to land use and zoning designations and is compatible with surrounding land uses.

The site's appropriateness should be described in detail in a prepared narrative. It should be noted that projects are not required to meet every criterion listed.

5. Tie Breaker

Preference will be given to applications that best align with the City's strategic priorities, including projects proposed in one of the Commercial Corridors and projects that serve households exiting homelessness.

NO OBLIGATION

The City reserves the right to modify this NOFA package at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this NOFA package at any time. The City further reserves the right to reject any and all proposals for any reason or to accept any qualifying proposal received which the City, in its sole unrestricted discretion deemed most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The respondent acknowledges the City's rights and this clause and absolutely waives any right of action against the City for the City's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the City Council or the officer or employee of the City having authority to accept the proposal.

The City of Roseville is not responsible for any loss, damage or expense incurred by a respondent as a result of any inaccuracy or incompleteness in the NOFA, or as a result of any misunderstanding or misinterpretation of the terms of this NOFA on the part of the Applicant. Further, the City of Roseville is not liable for any costs incurred in the preparation of the proposal submittals.

Exceptions Certification

In submitting a proposal in response to this NOFA, Applicant is certifying that it takes no exceptions to this NOFA. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. Failure to include any exceptions to the NOFA shall be deemed an acceptance of all terms therein by Applicant and Applicant shall not have any further opportunity to request revisions to the same following submission of its proposal.

Cancellation of NOFA

City reserves the right to cancel this NOFA at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this NOFA.

No Commitment to Award

Issuance of this NOFA and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the NOFA process for its own convenience, to accept or reject any or all proposals received in response to this NOFA, to negotiate with more than one Applicant concurrently, or to cancel all or any part of this NOFA.

Right to Negotiate and/or Reject Proposals

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax- paying public.

Attachments:

Attachment A: Sample Loan Documents – Draft Regulatory Agreement
Attachment B: Required Proposer's Certification
Attachment C: Commercial Corridors Maps

Attachment A
Sample Loan Documents – Draft Regulatory Agreement

SAMPLE

AFFORDABLE HOUSING REGULATORY AGREEMENT

(Project: _____, Roseville)

This Affordable Housing Regulatory Agreement ("Regulatory Agreement") is made this ____ day of_____, 2025 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and _____, a _____ ("DEVELOPER").

RECITALS

A. WHEREAS, DEVELOPER proposes to purchase real property located at _____ in Roseville, California as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. WHEREAS, DEVELOPER specifically proposes to develop a _____ unit multi-family apartment project on the Property,_____(____) of which shall be rented at rents that are affordable to_____(____% of Area Median Income (AMI)), and _____ (___% AMI) income households (collectively, the "Regulated Units"), with up to one manager's unit.

C. WHEREAS, the Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing.

D. WHEREAS, the CITY has agreed to provide DEVELOPER with financial assistance in the form of a loan in the combined principal amount of _____dollars ($_____) to assist DEVELOPER in the construction and permanent financing of the Project (the "Loan").

E. Reserved.

F. DEVELOPER is simultaneously: (1) executing one Loan Agreement, one Promissory Note and one Deed of Trust evidencing and regulating certain aspects the Loan; (2) recording the Deed of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreement, the Promissory Note, the Deed of Trust and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

G. The Loan is being made to DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, DEVELOPER has agreed to observe all the terms and conditions set forth below.

SAMPLE

NOW, THEREFORE, DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the DDA.

1. **"CITY"** means the City of Roseville, a municipal corporation.

2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

3. Intentionally deleted.

4. **"DEED OF TRUST"** means the Deed of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.

5. **"DEVELOPER"** means _____, together with its permitted successors and assigns.

6. **"LOAN"** means the loan of funds provided by the CITY to DEVELOPER for the Project.

7. **"LOAN DOCUMENTS"** means, collectively, the Promissory Notes, the Deeds of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

8. **"NOTES"** mean the promissory notes executed contemporaneously with this Regulatory Agreement by DEVELOPER in favor of the CITY evidencing the Loans, which are secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Notes are on file with the City of Roseville.

9. **"PROJECT"** means the development, construction and operation of a no fewer than____unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to _____ income households, up to one (1) unregulated manager's unit and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.

10. **"PROPERTY"** means the real property located at _____, Roseville, California, 95____ identified and described in **Exhibit A**, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

SAMPLE

11. **"QUALIFYING HOUSEHOLD"** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **"QUALIFYING RENT"** means the maximum monthly rent allowed under **Exhibit B** "adjusted for family size appropriate to the unit" (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **"REGULATED UNITS"** means_____( ) rental dwelling units of the _____ (_) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable to _____ income households and having the following composition:_____(__)_____(1) bedroom units,_____(_) two (2) bedroom units, and (__)_____(_) bedroom units.

DEVELOPER'S OBLIGATIONS

14. **COMPLIANCE WITH LOAN DOCUMENTS.** DEVELOPER's actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. The obligations in this Regulatory Agreement shall remain effective and fully binding on DEVELOPER in perpetuity regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

PROJECT OCCUPANCY AND RENTS

16. **OCCUPANCY OF PROJECT.** DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 15, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 25, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) _ _ (__) one-bedroom, _ (__) two-bedroom, and __ (__) three-bedroom Regulated Units for households whose income does not exceed thirty percent (__%) of AMI; and (iv) (_) two-bedroom, and_ (__) three-bedroom Regulated Units for households whose income does not exceed sixty percent (__%) of AMI. The remaining one (1) unregulated unit shall be a two bedroom unit reserved for use by on-site Project management staff.

SAMPLE

Preference shall be given to prospective tenants who are elderly, disabled, veterans (persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable), and persons who are residents and/or who are employed within the City of Roseville at the time of rental application.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training.

17. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent DEVELOPER from charging lower rents.

18. **SECURITY DEPOSITS.** Any security deposits collected by DEVELOPER or DEVELOPER's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

19. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase result in a total rent amount that is in excess of that allowed by the Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors ("AAFs") as published by the United States Department of Housing and Urban Development ("HUD") for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If DEVELOPER does not agree with the adjustment factors provided herein, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD

will review this information and decide on which adjustment factor DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

20. **CONDOMINIUM CONVERSION PROHIBITED.** DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

21. NONDISCRIMINATION.

A. DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan,

and the reconveyance of the Deeds of Trust.

22. **MANAGEMENT RESPONSIBILITIES.** DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

23. INTENTIONALLY DELETED.

24. DRAFT AND FINAL MANAGEMENT PLANS.

A. **DRAFT MANAGEMENT PLAN.** DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; (9) shall provide as an exhibit thereto a sample form of lease agreement; and (10) any provisions required by the DDA. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

25. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of any senior lenders and the tax credit investor. During the monitoring as described in paragraph 31, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police

and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of _____, a_____, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

26. **DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss further. If an agreement cannot be reached with CITY staff representatives, DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, DEVELOPER shall promptly dismiss the Management Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY as set forth in paragraph 26.

27. **MAINTENANCE AND SECURITY.** DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Notes for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by

applicable law), shall become an additional obligation of DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

28. **UNIT VACANCIES.** DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

29. **INSPECTIONS AND RECORDS.** DEVELOPER shall maintain complete, accurate and current records which clearly document DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to DEVELOPER or DEVELOPER's Management Agency and to tenants of any inspected Project units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents, but in any case at least once per year. DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give DEVELOPER sufficient notice to allow DEVELOPER to give seventy-two (72) hours' notice to tenants.

30. **ANNUAL REPORTS.** DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, DEVELOPER shall provide the CITY no later than the ninetieth (90^{th}) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the Deeds of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Audited financial statements for the Project and DEVELOPER.

D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the

current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.

E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such certification shall include verified income statements on a form provided by the CITY. DEVELOPER shall retain in the tenant's file all verifications of tenant's income (tax returns, W-2 forms, paycheck stubs, etc.).

Within fifteen (15) calendar days after receipt of a written request, DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER has complied with this Regulatory Agreement.

31. **MONITORING/NON-COMPLIANCE/CURE.** DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give DEVELOPER notice of any non-compliance at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

32. **CITY REMEDIES FOR BREACH.** If DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance pursuant to paragraph 32, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVLOPER

SAMPLE

acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of DEVELOPER shall be deemed to be a cure by DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If DEVELOPER fails to cure the breach or violation within the timeframe specified in the notice, the CITY additionally has the right, at its sole election, to:

A. Declare a default under the Notes, accelerate the indebtedness evidenced by the Notes, and with respect to the Loan, proceed with foreclosure under the Deeds of Trust;

B. Bring an action for equitable relief seeking the specific performance by DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

C. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as the CITY in its sole judgment determines that DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;

D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or

F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

SAMPLE

33. **FEES, TAXES, AND OTHER LEVIES.** DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event DEVELOPER exercises its right to contest any tax, assessment, or charge against it, DEVELOPER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

34. **INSURANCE COVERAGE.** DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the DDA.

35. **PROPERTY DAMAGE OR DESTRUCTION.** Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

36. **SUBORDINATION.** Except as expressly set forth herein or in the DDA, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan.

37. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, DEVELOPER shall not, except as permitted by the DDA, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any

SAMPLE

general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY. The limitations on DEVELOPER's right of assignment or other transfer contained in this paragraph 38 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to: (i) the transfer of limited partner interests in DEVELOPER, (ii) the removal of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document; and/or (iii) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) DEVELOPER is in compliance with this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing violations of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is required.

During the term of this Regulatory Agreement, DEVELOPER shall not, except as may be contemplated by the DDA, engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

38. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS.** No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

39. **INDEMNITY AND WAIVER.** Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. DEVELOPER's duty to defend and indemnify Indemnitees shall survive

SAMPLE

the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

40. **GOVERNING LAW AND VENUE.** This Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

41. **CONFLICTS.** In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

42. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees.

43. **TIME.** Time is of the essence in this Regulatory Agreement.

44. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

45. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE	DEVELOPER
Economic Development Director	_____
City of Roseville	_____
311 Vernon Street	_____

SAMPLE

Roseville, CA 95678

with a copy to:

46. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

47. **RELATIONSHIP OF PARTIES.** The relationship of DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to DEVELOPER or to any third party with respect to the operation of the Property or the actions of DEVELOPER. Except as the CITY may specify in writing, DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

48. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY to take action on any breach or default of DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

49. **OTHER AGREEMENTS.** DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

50. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

51. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or

SAMPLE

unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

52. **ADMINISTRATIVE FEE.** In the event of DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of paragraph 38 of this Regulatory Agreement, DEVELOPER shall pay annually, not later than April 15 of each year, a $10,000 fee ("Administrative Fee"). The CITY shall provide the DEVELOPER with notice and the right to cure, as set forth in above paragraph 32, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 33 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

53. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by DEVELOPER, for CITY's staff actual and documented costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by DEVELOPER prior to the CITY commencing any review and shall not exceed five thousand dollars ($5,000.00). DEVELOPER shall not be entitled to receive a refund of any such fee in the event that DEVELOPER fails to complete such refinancing or resyndication.

54. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS ($40) for each occupied, rent restricted, apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

55. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

56. **CHECKLIST FOR REGULATED UNITS.** DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit C**, or DEVELOPER's equivalent as approved in writing by the CITY.

[Signatures Next Page]

SAMPLE

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No._____, adopted by the Council of the City of Roseville on the___day of_____, 2025, and DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation:

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

_____
_____, a _____:

BY: _____
NAME
Title

and

BY: _____
NAME
Title

SAMPLE

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

SAMPLE

EXHIBIT B
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income ___% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		$	$	**$**
2		$	$	**$**
3		$	$	**$**

* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates. These estimates are approved by California's Tax Credit Allocation Committee (TCAC) and are limited to new construction projects in the design phase.

SAMPLE

EXHIBIT C

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

____ Certification of Affordable Rental Unit Eligibility

____ Calculation of Tenant Eligibility Form

____ Record of Rental Increases

____ Written, third party verification of all income sources, including:

- ____ Employment
- ____ Self-employment (tax return and profit & loss statement for current year)
- ____ Unemployment
- ____ AFDC (Welfare) Benefits
- ____ Child Support
- ____ Alimony
- ____ Social Security Benefits
- ____ Supplemental Security Income (SSK)
- ____ VA or Military Benefits
- ____ Pensions and/or Annuities
- ____ Retirement Funds
- ____ Savings Accounts (Interest Income)
- ____ Checking Accounts
- ____ Government Grants
- ____ Trust Funds
- ____ Stocks & Bonds (Cash Value)
- ____ Life Insurance (Cash Value)

SAMPLE

Name_____ **Complex**

_____

Title_____ **Date**

_____

SAMPLE

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

1) Name of Members of the Household	2) Relationship to head of Household	3) Age	4) Social Security No.	5) Place of Employment

SAMPLE

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is $_____.

Included in the total anticipated income listed above are:

a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

a. Casual, sporadic or irregular gifts;

b. Amounts which are specifically for or in reimbursement of medical expenses;

c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;

d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;

e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;

f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

g. Foster child care payments;

h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

SAMPLE

8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

SAMPLE

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME:_____ UNIT # _____

SOURCE		MONTHLY	ANNUAL
Social Security		$_____	$ _____
Social Security		$_____	$ _____
Civil Service		$_____	$ _____
Pension_____	$____	$_____	Interest_____
	$____	$_____	Wages_____
_____	$____	$_____	Tips_____
_____	$____	$_____	Wages_____
_____	$____	$_____	Tips_____
_____	$____	$ _____	
Child Support		$_____	$ _____
Welfare		$_____	$ _____
Stocks/Bonds		$_____	$ _____
Other_____		$_____	$ _____
Other _____		$_____	$ _____
TOTAL INCOME		**$**_____	**$** _____
		Monthly base rent	$_____
		Move-in date	_____

BY

TITLE_____

DATE _____

SAMPLE

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME_____ APT. NO. _____

MOVE-IN DATE_____ INITIAL BASE RENT $_____

ANNUAL INCOME $_____

DATE OF INCREASE	CURRENT RENT		ANNUAL ADJUSTMENT FACTORS		NEW RENT
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____
_____	$_____	X	1._____	=	$_____

SAMPLE

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES (For Tax Credit Projects Only)

(FOR COMPLETION BY APARTMENT DEVELOPER OR AGENT)

NAME:_____ APT. #_____

_____ _____ _____

SAMPLE

ACKNOWLEDGMENTS

State of California

County of _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENTS

State of California

County of _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SAMPLE

Signature _____

(Seal)

SAMPLE

Attachment B

PROPOSER'S CERTIFICATION

I have carefully examined the Notice of Funding Availability (NOFA) and any other documents accompanying or made a part of this NOFA. 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 funding.

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 funding that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City 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 NOFA; 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.

_____
NAME OF APPLICANT ENTITY

_____
AUTHORIZED SIGNATORY

_____ _____
NAME & TITLE, TYPED OR PRINTED DATE

_____
MAILING ADDRESS

_____ _____
TELEPHONE NUMBER EMAIL

_____ _____
EIN STATE OF INCORPORATION

Type of Organization:

____ Sole Proprietorship____Corporation_____Non-Profit Organization

____Partnership____Limited Liability Company

SAMPLE

Attachment C
Commercial Corridors Maps

SAMPLE



B:\Development Services\Business Services\GIS\Projects\Douglas_Sunrise_Corridor\Douglas-Harding_Corridor_SP.aprx Date Saved: 7/23/2025 2:11 PM

CITY OF ROSEVILLE CALIFORNIA

Douglas-Sunrise Corridor Specific Plan

Development Services



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City Council Communication

Meeting Date: 9/17/2025
Item #: VIII.18
File #: 0709-04
Item ID: 2025-655

Title:	City of Roseville Homelessness Strategy and Response Plan
Contact:	Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

SUMMARY

Staff recommends approval of a Homelessness Strategy and Response Plan that outlines how the City manages and mitigates the impacts of homelessness while connecting individuals and families to housing, services, and long-term solutions. The Homelessness Strategy and Response Plan includes Roseville's strategic framework to prevent and reduce homelessness; specific actions the City is taking under each strategy; the City's role in regional collaboration and its position on emergency shelters; and key principles guiding future planning, investment, and communication. In Fiscal Year 2025–26, the City allocated more than $25 million toward homelessness-related initiatives. This included funding for voucher assistance, homelessness prevention, rapid rehousing, affordable and transitional housing development, interdepartmental staffing, and environmental cleanup efforts.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the City of Roseville Homelessness Strategy and Response Plan as well as affirming the City Council's commitment to a comprehensive and compassionate approach to homelessness.

BACKGROUND

The City of Roseville takes a comprehensive and compassionate approach to preventing and addressing homelessness. With changes in state law, increasing service demands, and the potential for reductions in federal funding, it is more important than ever to clearly communicate the City's core strategies, guiding philosophies, and interdepartmental coordination to address homelessness with clarity and consistency.

The Homelessness Strategy and Response Plan (Homelessness Strategy and Plan) outlines how the City manages and mitigates the impacts of homelessness while connecting individuals and families to housing, services, and long-term solutions.

This plan includes:

- Roseville's strategic framework to prevent and reduce homelessness
- Specific actions the City is taking under each strategy
- The City's role in regional collaboration and its position on emergency shelters
- Key principles guiding future planning, investment, and communication

The Homelessness Strategy and Plan is built around eight key components: Prevention and Stability; Access to Support Services; Transitional Housing; Affordable Housing Supply; Community Partnerships; Public Safety and Crisis Response; Reducing Community Impacts; and Sustainable Funding. These eight pillars implement a multi-faceted, coordinated strategy to address homelessness and guide the City's day-to-day work and long-term planning.

The City participates in the Local Government Advisory Committee (LGAC), which is a part of the Homeless Resource Council of the Sierras, a regional body that includes Lincoln, Rocklin, and Placer County. Through this partnership, the City works to align services, share data, and coordinate homelessness response across jurisdictional boundaries.

Roseville's Homelessness Strategy and Plan is intended to align with the Placer County Homelessness Response Project, while reflecting the City's own analysis of service outcomes and operational costs. Based on this evaluation, the City does not consider traditional emergency shelters to be a cost-effective or sustainable solution. While such shelters may serve as temporary relief in specific circumstances, Roseville supports their development only when there is:

- A clearly demonstrated need;
- Comprehensive wraparound services;
- Regional funding agreements; and
- Robust operational standards.

The City is committed to a consistent, transparent, and collaborative approach to addressing homelessness. The City is committed to building public trust through clear, consistent communication, data-driven decision-making, and tracking measurable progress. We also continuously evaluate the effectiveness of our initiatives, including service delivery, housing placements, and efforts to mitigate community impacts.

Roseville's response will continue to evolve as laws change, funding shifts, and community needs grow. Our commitment remains the same – to reduce homelessness through proactive care, strong partnerships, and long-term solutions that strengthen the health, safety, and vitality of our community.

The accompanying Resolution further reinforces the City Council's position and affirms Roseville's values, priorities, and strategic direction in responding to homelessness. It provides a unifying policy statement that can guide community dialogue and external communication.

FISCAL IMPACT

The City continues to make a substantial and sustained investment in addressing homelessness and supporting housing stability. This commitment spans multiple departments and funding sources, including federal and state grants, local match contributions, personnel costs, and operational support.

In Fiscal Year 2025–26, the City allocated more than $25 million toward homelessness-related initiatives. This included funding for voucher assistance, homelessness prevention, rapid rehousing, affordable and transitional housing development, interdepartmental staffing, and environmental cleanup efforts.

These investments reflect a coordinated, citywide approach focused on long-term solutions, service delivery, and public space stewardship. They underscore the City's ongoing commitment to a balanced and effective homelessness response that prioritizes prevention, partnership, and measurable impact.

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. The approval of a Homelessness Strategy and Response Plan 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
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 25-297
2. Homelessness Strategy Response Plan

REVIEWERS:

Melissa Anguiano, Economic Development Department	Created/Initiated - 8/29/2025
Cary Camilleri, Economic Development Department	Approved - 8/29/2025
Melissa Anguiano, Economic Development Department	Approved - 8/29/2025
Gretchen Hakala, City Attorney Department	Approved - 8/29/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/4/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/5/2025
Katrina Six, City Clerk Department	Final Approval - 9/5/2025

RESOLUTION NO. 25-297

ADOPTING THE CITY OF ROSEVILLE HOMELESSNESS STRATEGY AND RESPONSE PLAN AND AFFIRMING THE CITY COUNCIL'S COMMITMENT TO A COMPREHENSIVE AND COMPASSIONATE APPROACH TO HOMELESSNESS

WHEREAS, the Roseville City Council has identified homelessness prevention as a top priority, recognizing the need to ensure the health, safety, and flourishing of all its residents, housed and unhoused alike; and

WHEREAS, the Council affirms the dignity, worth, and potential of all individuals, and believes that our community is strongest when every resident has the opportunity to heal, grow, and thrive; and

WHEREAS, due to finite local resources, the Council supports prioritizing services for individuals with established ties to the community, and affirms that eligibility for City-supported homelessness services and housing programs may include reasonable residency requirements, such as proof of having lived in Placer County or the City of Roseville for at least one year, to ensure local resources are effectively directed toward those with a demonstrated connection to the region; and

WHEREAS, the Council prioritizes swift and effective responses for individuals and families who become newly unhoused, with a particular focus on those with children, recognizing the critical importance of stability during formative years; and the City's strategy includes rapid rehousing, temporary shelter options, and wraparound services to maximize an individual's ability to permanently exit homelessness; and

WHEREAS, the Council acknowledges that many of those experiencing homelessness face complex, interrelated challenges, including mental illness, substance use disorders, and trauma which require thoughtful, coordinated, and sustained intervention; and

WHEREAS, the Council recognizes that housing alone is not a sufficient solution, and that a multi-faceted strategy — including mental health and substance use treatment, outreach, family reunification, housing navigation, job training, and life skills development, is necessary to break the cycle of homelessness; and

WHEREAS, the City of Roseville has implemented a comprehensive citywide approach to homelessness, including the deployment of Police Department Social Services personnel, code enforcement partnerships, housing subsidies, debris and hazardous cleanup coordination, federal and state advocacy, and innovative pilot programs, to address both the causes and impacts of homelessness; and

WHEREAS, the City of Roseville has demonstrated its commitment through sustained financial investment in homelessness response and prevention efforts, dedicating resources across multiple departments to support housing programs, outreach services, encampment cleanup, interdepartmental coordination, and long-term stability strategies that advance a balanced and effective citywide approach; and

WHEREAS, the Council affirms that homelessness is a regional challenge that cannot be solved by the City of Roseville alone, and therefore actively partners with the Local Government Advisory Committee and the Homeless Resource Council of the Sierras, alongside non-profit organizations, healthcare providers, and the broader community, to leverage resources, coordinate strategies, and scale sustainable solutions; and

WHEREAS, while the Council recognizes that there are multiple pathways from homelessness to housing, it does not support the City development of a traditional emergency shelter within the City of Roseville, as such a facility, based on local data, is not expected to provide meaningful added value beyond the City's current investments in prevention, outreach, rapid rehousing, supportive housing, transitional housing, and coordinated cross-departmental response strategies; and

WHEREAS, the City of Roseville Homeless Strategy and Response Plan has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City of Roseville Homeless Strategy and Response Plan is hereby adopted.

BE IT FURTHER RESOLVED that all City-led and City-supported efforts to address homelessness shall be centered on a compassionate and coordinated model that fosters healing, accountability, personal growth, and long-term stability, empowering those experiencing homelessness to reclaim their lives and realize their innate potential.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk



City of Roseville Homelessness Strategy and Response Plan

Connecting people to housing, services, and stability

The City of Roseville takes a comprehensive and compassionate approach to preventing and addressing homelessness. This strategy outlines how the City manages and mitigates the impacts of homelessness while connecting individuals and families to housing, services, and long-term solutions.

With changes in state law, increasing service demands, and the potential for reductions in federal funding, it is more important than ever to clearly communicate what the City is doing and why. This document provides a high-level overview of Roseville's core strategies, guiding philosophies, and interdepartmental coordination to address homelessness with clarity and consistency.

This plan includes:

- Roseville's strategic framework to prevent and reduce homelessness
- Specific actions the City is taking under each strategy
- The City's role in regional collaboration and its position on emergency shelters
- Key principles guiding future planning, investment, and communication

Roseville's strategic response to homelessness

Roseville implements a multi-faceted, coordinated strategy to address homelessness. These eight pillars guide the City's day-to-day work and long-term planning.

Prevention and stability	**Access to supportive services**	**Transitional housing**	**Affordable housing supply**
Community partnerships	**Public safety and crisis response**	**Reducing community impacts**	**Sustainable funding**

1. Prevention and stability

Goal: Intervene before homelessness occurs by supporting individuals and families at risk.

Actions:

- Maintain rental assistance programs
- Provide tenant protections and mediation services
- Offer financial literacy and employment training
- Continue the Homeless Prevention and Rapid Rehousing (HPRR) program, including emergency housing support

2. Access to supportive services

Goal: Ensure people have access to services that promote housing stability and wellness.

Actions:

- Provide rapid rehousing and hotel voucher programs through HPRR
- Support Community Development Block Grant (CDBG) programs for housing and community development
- Coordinate with County partners for mental health, addiction recovery, and healthcare access

3. Transitional housing

Goal: Expand transitional options that support individuals on their path to permanent housing.

Actions:

- Increase transitional housing programs with job training and mental health services
- Maintain partnerships with local hotels for interim housing
- Prioritize funding to support the creation of transitional housing units

4. Affordable housing supply

Goal: Expand the availability of affordable housing options.

Actions:

- Apply for additional Housing Choice Vouchers
- Maintain the City's 10 percent affordable housing goal for new developments
- Support tax credit and subsidy-based affordable housing projects
- Streamline development processes to encourage affordable construction

5. Community partnerships

Goal: Leverage cross-sector collaboration to expand resources and service delivery.

Actions:

- Collaborate with nonprofits, faith-based organizations, and healthcare providers
- Engage local residents and volunteers in outreach and education efforts
- Increase public-private partnerships to sustain programs and enhance impact
- Coordinate with regional agencies to adopt shared best practices

6. Public safety and crisis response

Goal: Use a balanced and accountable approach to reduce harm and connect people to services.

The Four P's Framework (via Roseville's Social Services Unit – SSU):

Proactive: Officers and clinicians engage individuals before incidents occur, building trust and identifying service needs early

Prevention: Intervene before challenges escalate by identifying signs of distress, addiction, or declining health

Provision: Connect individuals to stable housing options, treatment, and case management through coordinated partnerships

Partnerships: Collaborate with legal and community partners to assess individual circumstances, determine the most appropriate course of action, and identify solutions that balance individual needs with public safety.

7. Reducing community impacts

Goal: Protect public health and safety while reducing the negative effects of homelessness on neighborhoods, parks, and open spaces.

Actions:

- Monitor encampments for health, safety, and environmental risks
- Allocate resources to support environmental cleanup efforts
- Track and assess encampments to ensure consistent outreach and avoid displacement between jurisdictions

8. Sustainable funding

Goal: Secure reliable and diversified funding to support long-term homelessness response and prevention.

Actions:

- Apply for competitive grants that support housing and homelessness initiatives
- Pursue gap financing to support affordable housing development
- Encourage philanthropic contributions from businesses and community groups
- Maintain City investment in key homelessness response programs
- Maximize available and eligible funding opportunities to strengthen outcomes



City investment in homelessness strategy

The City of Roseville continues to make a significant and deliberate investment in addressing homelessness and supporting housing stability throughout the community. Through a combination of local, state, and federal resources, the City funds a broad range of programs and initiatives, including homelessness prevention, rapid rehousing, and the development of affordable and transitional housing. These investments support projects that offer housing options, emergency support services, and long-term solutions for individuals and families experiencing or at risk of homelessness.

The City's Social Services Unit, housed within the Police Department, plays a critical role in connecting people with permanent housing, supportive services, and case management. Across departments, from Housing to Police, from Parks to Public Works, Roseville allocates staff and operational resources to manage encampments, coordinate service delivery, and maintain public safety and cleanliness in community spaces.

This integrated approach reflects the City's ongoing commitment to a sustainable and coordinated response. Roseville continues to prioritize programs that deliver measurable results and lasting community impact, guided by compassion, accountability, and fiscal responsibility.

South Placer regional coordination

The City of Roseville participates in the Local Government Advisory Committee that is a part of the Homeless Resource Council of the Sierras, a regional body that includes Lincoln, Rocklin, and Placer County. Through this partnership, the City works to align services, share data, and coordinate homelessness response across jurisdictional boundaries.

Based on the City's analysis of local service outcomes and operational costs, Roseville does not view traditional emergency shelters as a cost-effective or sustainable solution. The financial and staffing burdens required to operate and maintain these facilities often outweigh their benefits, especially when more effective models, such as transitional housing and permanent supportive housing, are available.

While emergency shelters may serve as a short-term bridge in very specific cases, Roseville does not support shelter development unless there is a clearly demonstrated need, comprehensive wraparound services, regional funding agreements, and robust operational standards. The City remains focused on long-term investments that prevent, address, and reduce homelessness, improve public safety, and support lasting stability for vulnerable populations.

City's commitment

The City of Roseville is committed to a consistent, transparent, and collaborative approach to addressing homelessness. This strategy reflects the City's high-level framework, but it is closely connected to the City's Unsheltered Strategies document, which serves as the detailed, working plan for day-to-day operations. That plan represents a cross-departmental effort involving nearly every City department, from Housing to Police, from Public Works to Parks, working together to address this complex challenge.

The City is focused on building public trust, maintaining a clear and consistent message, and tracking measurable progress. We use data to guide our decisions and continuously assess the effectiveness of our efforts, including service delivery, housing placements, and community impact mitigation.

Roseville's response will continue to evolve as laws change, funding shifts, and community needs grow. Our commitment remains the same – to reduce homelessness through proactive care, strong partnerships, and long-term solutions that strengthen the health, safety, and vitality of our community.

City Council Communication

Meeting Date: 9/17/2025
Item #: IX.19
File #: 0709-03
Item ID: 2025-579

Title:	Community Development Block Grant 2024 Consolidated Annual Performance and Evaluation Report
Contact:	Michelle Wurster 916-774-5469 mewurster@roseville.ca.us

SUMMARY

Staff recommends approving the 2024 Program Year Consolidated Annual Performance and Evaluation Report, and authorize the City Manager to execute necessary documents and certifications on behalf of the City for submittal to the U.S. Department of Housing & Urban Development. Community Development Block Grant funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public comment on the City of Roseville 2024 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt a resolution approving the 2024 Program Year CAPER and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development.

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward the goals identified in the 2020–2025 Consolidated Plan/Five-Year Strategic Plan. The 2024 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2024 to June 30, 2025, the fifth and final year of the five-year 2020-2025 Consolidated Planning period. The CAPER is a requirement of CDBG funding and must be submitted to HUD within 90 days of the completion of the CDBG program year (see Attachment 1). The City of Roseville received an entitlement allocation of $707,089 in CDBG funds for the 2024 Program Year.

During the 2024 program year, HUD-allocated CDBG funds totaling $1,169,293.73 have benefited four low-income households in Roseville through housing rehabilitation, and 1,552 low-income persons through public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs. In this same time period, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 781 households with $10,549,060 in rental subsidies.

The table below lists the individual activities funded by CDBG exclusively, including the amount expended and number of beneficiaries assisted during Fiscal Year 2024-25.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	38,234.36	4
Subtotal Housing	**38,234.36**	**4**
AMI Housing - Housing Supportive Services	20,250.00	25
Kids First - Family Mental Wellness	13,780.45	16
Placer Veterans Stand Down - Placer Veterans Stand Down Event	16,250.00	79
Seniors First - Meals on Wheels	15,000.00	176
Saint Vincent de Paul Society - BAGS Food Home Delivery Progran	17,376.98	72
Project Sentinel - Fair Housing Services	16,000.00	74
Stand Up Placer - Roseville Victims Services Project	18,803.37	1,110
Subtotal Public Services (15% cap)	**117,460.80**	**1,552**
Johnson Pool	294,817.50	
Capital Improvements	**294,817.50**	
Sierra Vista Parcel Acquisition Project	586,433.47	
Housing	**586,433.47**	
Program Administration	132,347.60	
= 18% of annual award and program income		
Subtotal Administration (20% cap)	**132,347.60**	
GRAND TOTAL	**$ 1,169,293.73**	**1,556**
	-	-
Balance of Prior Year Awards	881,298.07	
2024-25 Annual Award	707,089.00	
2024-25 Program Income Received	15,982.00	

The draft CAPER document is provided with this report, and includes the following:

- progress information towards completion of the City's Five-Year Strategic Plan goals;
- a description of the resources made available towards goals;
- information regarding the investment of available resources;
- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- a list of actions taken to Affirmatively Further Fair Housing;
- an evaluation of the City’s progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and

- a summary of progress on other actions indicated in the Five-Year Strategic Plan and Annual Action Plan.

The CAPER is available for public review during a 15-day public comment period that began on August 30, 2025, and ends at the conclusion of this public hearing on September 17, 2025, prior to the submission deadline. Any public comments received will be included in the CAPER, with City responses, prior to its submittal to HUD for review. To date, no comments have been received.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The 2024 CDBG CAPER 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,
Michelle Wurster, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 25-300
2. 2024 Draft Consolidated Annual Performance and Evaluation Report

REVIEWERS:

Michelle Wurster, Economic Development Department - Housing	Created/Initiated - 8/27/2025
Trisha Isom, Economic Development Department - Housing	Approved - 8/27/2025
Melissa Anguiano, Economic Development Department	Approved - 8/29/2025
Gretchen Hakala, City Attorney Department	Approved - 9/2/2025
Katrina Six, City Clerk Department	Approved - 9/2/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 9/2/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 9/3/2025
Michelle Sheidenberger, City Attorney Department	Approved - 9/4/2025
Dominick Casey, City Manager Department - City Manager	Approved - 9/4/2025
Katrina Six, City Clerk Department	Final Approval - 9/4/2025

RESOLUTION NO. 25-300

APPROVING THE 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2024 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2024 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 17, 2025 at which time the City Council received further public comment on the City's progress in carrying out its strategic plan and action plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2024 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute any necessary documents and certifications on behalf of the City of Roseville for submittal of the Community Development Block Grant 2024 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing & Urban Development.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE PLAN

Draft 2024 CAPER

ECONOMIC DEVELOPMENT DEPARTMENT
HOUSING DIVISION
316 VERNON STREET STE. 150
ROSEVILLE, CA 9567

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2024 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2024 to June 30, 2025, the fifth year of the five-year 2020-2025 Consolidated Planning period. The City of Roseville received an entitlement allocation of $707,089 in Community Development Block Grant (CDBG) funds for the 2024 Program Year (PY). The City also received $15,982 in program income, carried over $881,298.07, for a total program budget of $1,604,369.07. The City expended $1,169,293.73 leaving a balance of $435,075.34.

Over the last year, the Housing Division has assisted 1,552 low income persons, and four low income households through the use of CDBG and other housing and community development funds.

Also in the last year, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 781 households with $10,549,060 in rental subsidies. This includes regular, NED, VASH, Mainstream, Emergency Housing, Foster Youth Initiative, and Project-Based vouchers.

In the 2024 PY, CDBG has benefitted lower income households in Roseville through housing rehabilitation, public services, public facility improvements, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The City uses other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2024 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

CARES Act – CDBG-CV1 and CDBG-CV3

The City is including a brief update regarding CARES Act (CDBG-CV) funding and spending in the CAPER. CDBG-CV funding and related goals were not included in the City's 2024 Annual Action Plan.

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City would receive $417,412 of CARES Act CDBG funds, known as CDBG-CV1; on September 11, 2020, the City received notification that it would receive $795,721 of Round 3 of the CARES Act CDBG funds (CDBG-CV3). These funds must be used to prevent, prepare for and respond to COVID-19. A total of three substantial amendments were submitted to the 2019 Annual Action Plan to allocate the CV funds.

Programs implemented and completed with Round 1 of CV funding (CDBG-CV1) included:

- The Small Business Loan program: $501,585 expended of CV1 and CV3 funds (plus $204,070 Entitlement and prior year carryover funds). The CDBG-CV Small Business Loan program assisted small businesses with loans to address the coronavirus, through the support of employee retention and reduction of job loss due to the pandemic. The City's Small Business Loan program assisted 23 local business owners with the creation of 58 jobs, and 187 jobs retained.

- The Gathering Inn Shelter-in-Place program: $31,632.19 expended. The Shelter-In-Place program provided homeless individuals shelter at their facility as well as St. John's church due to COVID-19. The second site allowed for appropriate social distancing for the homeless individuals staying at the shelter. Forty-one homeless individuals were assisted with the funds for the two month period. This program was completed and reported on in the 2020 CAPER.

Two Notification of Funding Availability (NOFA) notices were released to allocate CDBG-CV3 funds. Programs implemented with CDBG-CV3 funds included:

- Project Roomkey funding support: $24,000 awarded, fully expended. The program housed approximately 60 previously homeless residents at a local hotel, in order to provide a safe and isolated environment due to COVID-19. CDBG-CV3 funds were provided to Placer County towards Project Roomkey for a total of three months. This program

was completed and reported on in the 2021 CAPER; a total of 102 beneficiaries were served.

- AMI Housing Emergency Rental Assistance program: $450,000 awarded, $449,995.60 expended. The emergency rental assistance program provided funding for rent and back rent to help prevent homelessness and potential evictions, while also providing families with stability during an uncertain time. Funding for this program is now completed with a total of 242 beneficiaries served.

- Placer County Office of Education After-School Care for Homeless Students program: $50,000 awarded, $46,701.03 expended. District staff relayed that students who fall under the McKinney Vento Act (homeless or in Foster Care) required several services due to COVID-19. These services included the provision of safe, free, and consistent childcare where COVID precautions are being taken, while also supporting families who were impacted by COVID with navigating social services and assisting with accessing permanent housing. Funding for this program was completed and reported on in the 2022 CAPER; a total of 60 beneficiaries were served.

- Project Sentinel's Fair Housing Services program: $50,000 awarded, fully expended. The Fair Housing Services provider has assisted Roseville residents with comprehensive fair housing services including investigation, counseling and legal referrals for victims of housing discrimination, along with community education and outreach regarding fair housing law and practices. The housing counseling agency has played a role in reducing and preventing evictions by providing Roseville residents with information on tenant rights and fair housing issues. Funding for this program was completed and reported on in the 2022 CAPER; a total of 112 beneficiaries were served.

- KidsFirst Rent/Mortgage and Utility Assistance program: $50,000 awarded, $49,592.43 expended. The KidsFirst's Rental/Mortgage and Utility Assistance Program provided emergency housing/shelter and utility supports for clients affected by COVID-19 impacts, such as job loss and employment reduction. KidsFirst was able to provide rental/mortgage and/or utility assistance to 28 Roseville households. 28 low-income Roseville clients, most at or below 30% AMI and from single-parent households, were able to keep their lights on and avoid eviction. Funding for this program was completed and reported on in the 2022 CAPER; a total of 60 beneficiaries were served.

HUD's original deadline to spend 80% of CDBG-CV1 and CDBG-CV3 funds within three years of receipt (August 24, 2023) has been revised to require that 100% of the funds be spent by August 2026 and final spending and accomplishments data

reported to HUD by November 2026. At the time of this report's preparation, the City has expended $1,192,122.64 (98%) of CV funds, and anticipates to be on track to meet this goal.

In April 2025, the City issued a Request for Proposals (RFP) to distribute remaining CDBG-CV funds. The RFP generated strong interest, with four organizations submitting applications for consideration. Following a thorough review and evaluation process, Volunteers of America was selected as the award recipient. Their proposal demonstrated the greatest alignment with program goals and community needs, ensuring that the remaining CDBG-CV resources will be used effectively to support vulnerable populations impacted by the pandemic. The City is currently working with Volunteers of America to establish priorities and goals for the use of these funds, which will be included in the PY 2025 CAPER.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Homelessness	Homeless	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0.00%			
Addressing Homelessness	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	104		0	104	
Addressing Homelessness	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	1500	104	6.93%	87	104	119.54%

Addressing Homelessness	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	20	0	0.00%	0	0	
Addressing Homelessness	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	50	0	0.00%			
Addressing Homelessness	Homeless	CDBG: $	Housing for Homeless added	Household Housing Unit	20	0	0.00%			
Development of Affordable Rental Housing	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	50	0	0.00%	4	0	0.00%
Prevent, Prepare for and Respond to COVID-19	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	50	0	0.00%			
Prevent, Prepare for and Respond to COVID-19	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	15	0	0.00%			

Prevent, Prepare for and Respond to COVID-19	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	15	0	0.00%			
Provide Fair Housing Services	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%			
Provide Fair Housing Services	Non-Homeless Special Needs	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		65	0	0.00%
Provide Fair Housing Services	Non-Homeless Special Needs	CDBG: $	Other	Other	40	0	0.00%			
Provision of Services for Low-Income Persons	Non-Homeless Special Needs	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	0	0.00%			
Provision of Services for Low-Income Persons	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	1587	39.68%	725	1587	218.90%
Provision of Services for Low-Income Persons	Non-Homeless Special Needs	CDBG: $	Homelessness Prevention	Persons Assisted	50	0	0.00%			

Public Facilities and Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4720	0	0.00%			
Rehabilitation of Affordable Rental Housing	Affordable Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	50	0	0.00%			
Rehabilitation of Owner-Occupied Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	20	5	25.00%	2	5	250.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

The above table is still in progress will be finalized in the final submittal to HUD.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address priority needs in PY 2024, while also continuing to address the coronavirus pandemic, which was a high priority need.

The City improved four housing units using CDBG, addressing moderate to substantial rehabilitation needs. These housing units, occupied by low- income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services, improved public facilities, and affordable housing activities were provided to 1,552individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2024 PY. During the 2024 PY the

City:

- Continued to strengthen its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing and increase program efficiencies and outcomes.

- Continued to participate in the Governance Committee of the "Homeless Resource Council of the Sierras" (HRCS) for the Nevada-Placer Joint Applicant and led efforts for the Placer County Continuum of Care (CoC) in its planning process on ending homelessness and efforts to improve systems through its Built for Zero policy consortium membership. HRCS and the CoC are collaborative associations of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.

- Participated in the Point in Time Count for South Placer, including the City of Roseville. This was in coordination with the overall HRCS effort, to gain comprehensive information about Placer County homeless individuals and families.

- Continued the City's partnership with Project Sentinel to provide fair housing services to residents of Roseville. Project Sentinel hosted outreach events, opened housing discrimination cases, and responded to calls from residents regarding fair housing rights.

- Provided essential services to high need populations including homeless, seniors, disabled persons, youth, and veterans.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,204
Black or African American	141
Asian	85
American Indian or American Native	23
Native Hawaiian or Other Pacific Islander	22
Other multiracial	81
Total	**1,556**
Hispanic	302
Not Hispanic	1,254

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Race and ethnicity data is collected from all subrecipients who receive CDBG funding and provide a direct service to low/moderate income persons. Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, and households served during the program year based on accomplishment data from all CDBG activities reported in HUD's Integrated Disbursement and Information System (IDIS). Table 2 aggregates the beneficiaries served with both Entitlement as well as CV funds.

Race and origin data from the 2020 Census indicates that 15.8% of Roseville residents identify as Hispanic. Approximately 19% of beneficiaries served with 2024 PY CDBG entitlement funds were Hispanic.

The City allocated resources on a citywide basis. Resources targeted to the new construction of affordable housing were allocated on a citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City.

Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services.

Activities such as infrastructure improvements are targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. The City's greatest obstacle to meeting underserved needs within the community continues to be lack of resources given budget reductions at the Federal, State and local levels.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$1,604,369.07	$1,169,293.73

Table 3 - Resources Made Available

Narrative

Roseville is an "exception grantee" under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

The City of Roseville was awarded $707,089 in PY 2024. Total resources available, including unallocated prior year funds of $881,298.07 and program income received of $15,982.00, brought the total funding available to $1,604,369.07. Currently, the City has expended $1,169,293.73 in PY 2024. The unexpended balance to be carried over totals $435,075.34.

CDBG-CV: The City of Roseville was awarded a total of $1,213,133 in CDBG-CV funds ($417,412 from CV1 and $795,721 from CV3). The total expended CV funds are $1,192,122.64, leaving a carryover balance of $21,010.36.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2016-2020 American Community Survey (ACS) data collected by HUD, the City's "upper quartile" for 2024 was 38.7%.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. In addition to CDBG, these were some of the funds that were available for use during the program year: CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Redevelopment Low- Moderate Income Housing Funds, Local Housing Trust Funds, Permanent Local Housing Allocation funds, Low- income Housing Tax Credits, Tax Exempt Bond financing, State Housing-Related Parks Program Funds, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds. The City must compete annually in order to receive State-administered HOME funds. The City was awarded $1M in 2014 from State HOME funds. This grant was completed in 2017 and the City continues to administer program income.

The City of Roseville owned land at 120 Pacific Street that was sold to St. Anton and was developed as an 80 unit affordable rental project known as Junction Crossing Apartments. Junction Crossing is located in a moderate resource area of the City, and now provides studio and one-bedroom apartments with rent affordable to extremely low to low-income households. The development is one of the City of Roseville's pre-design projects and addresses the City's community development priorities as outlined in the Downtown Specific Plan, as well as local need for affordable housing that serves small 1-2 person households.

The City's Housing Element notes that existing affordable housing inventory and future affordable housing sites were evaluated to ensure sites planned for future development would not further segregation patterns and trends. As noted, the City's segregation pattern is low and therefore this evaluation is focused on whether the lower-income inventory is spread throughout the community (not concentrated in particular areas). Deed-restricted affordable housing and high-density housing is distributed throughout the city. Housing capacity at varying levels of affordability is distributed evenly, and is not segregated. Additionally, the City's existing affordable housing inventory and future affordable housing sites were evaluated to ensure sites planned for future development would not further segregation patterns and trends. To address fair housing issues in disadvantaged community areas, the City is focusing supportive and assertive programs to these areas and also increasing housing opportunities within high opportunity areas of the City.

The City of Roseville owns land at 505 Royer Street that was proposed to be developed as a 57 unit affordable rental project for seniors known as 505 Royer Street Apartments. This project was not able to secure Tax Credit funding and was cancelled by the developer. The City plans to release an RFP in 2025 to sell the land to a developer that proposes a project that will address the City's community development priorities as outlined in the Downtown Specific Plan.

In the 2024-25 program year, the City provided $634,070 towards Homeless Prevention and Rapid Rehousing (HPRR) services. Of the $634,070 made available, $250,000 was former Redevelopment Low-Moderate Housing funds, while the remaining $384,070 came from the Permanent Local Housing Allocation. These resources were awarded to five local collaborative non-profit grant applications and are providing funding to prevent homelessness (utility bills, healthcare costs, car repair, eviction prevention, etc.) or to help re-house a household (deposit, application, fees, etc.). HPRR funds also provide job search assistance and food assistance. Nine hundred, eighty-nine benefited from the 2024-25 PY HPRR funds; of those, beneficiaries included 77 seniors, 20 veterans, 566 disabled persons, 222 with minor(s) in the household, and 104 Transition Age Youth (TAY).

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	12	25
Number of Non-Homeless households to be provided affordable housing units	6	4
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**18**	**29**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	12	25
Number of households supported through The Production of New Units	4	0
Number of households supported through Rehab of Existing Units	2	4
Number of households supported through Acquisition of Existing Units	0	0
Total	**18**	**29**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City exceeded its goals for the production of affordable housing.

The 2024 Action Plan included a project for the development of affordable rental housing. The intended goal of the project was to support new housing development through acquisition of a site to be used for affordable rental housing development for low-income households and individuals. The proposed project would support the development of affordable rental housing goal in the Consolidated Plan, and

was estimated to serve four households. The 2024 Action Plan included a project for the development of affordable rental housing to provide funding assistance to developers of rental housing affordable to low-income households. The purpose of this NOFA would be to obtain proposals for the acquisition of property to be used for the future development of affordable housing. The intent of this Notice of Funding Availability (NOFA) was to solicit proposals for the acquisition of property designated for future affordable housing development. However, due to staff transitions and the timing of funding availabilit, the NOFA was not released before the close of the program year. The City now plans to issue this NOFA in PY 2025.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the Owner-Occupied Housing Rehabilitation Program to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five-Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	4	0
Moderate-income	0	0
Total	4	0

Table 7 – Number of Households Served

Narrative Information

Extremely low-income and low-income renter households are served through local homeless prevention programs, funded by State Permanent Local Housing Allocation Funds, to prevent loss of housing. Housing Choice Vouchers and local affordable housing opportunities are also provided to extremely low-income and low-income renter households.

Low-income homeowners are served through local homeless prevention programs as well. Energy efficiency programs are available through Project GO and Roseville Electric. Roseville Electric recently increased the maximum income requirements for their energy assistance program which allows more households to qualify for this important resource.

Maintenance/habitability programming is available through the Roseville Owner Occupied Rehabilitation (OOR) Program. Low-income homeowners are served through Roseville's OOR program and local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans at 0% interest.

Moderate income renters are served through affordable housing opportunities under local inclusionary

requirements and tax credit projects. Both Junction Crossing and Prospera at Fiddyment had Workforce housing units come online in 2024 to serve this population.

Middle income renters are served through the local rental housing market.

Middle income owners are served through the local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

“WORST-CASE NEEDS”: Worst case housing needs are defined as low-income renter households who pay more than half their income for rent, live in seriously substandard housing, which includes homeless people, or have been involuntarily displaced. The City of Roseville served the worst-case needs in PY 2024 by providing the following:

Very Low-Income Renters Overpaying (more than 50% of income towards rent) are served through the Housing Choice Voucher program, particularly through the Small Area Fair Market Rents (SAFMR) that Roseville adopted in February 2018 and updated annually. The SAFMR was adopted to update local payment standards to better align with rents by zip code. These households are also served by local homeless prevention funding from the City to reduce potential risk of homelessness. The continued development of new affordable rental units and rental housing opportunities overall are also aimed at the goal of reducing incidents of overpayment within Roseville.

To address substandard housing, the Housing Choice Voucher program and the housing rehabilitation programs ensured that housing met Housing Quality Standards (HQS), State Standards and/or local standards for decent, safe and sanitary housing.

Homeless individuals are served through coordinated efforts of the Roseville Homeless Response Team within the Placer County Continuum of Care. In addition to homeless prevention and rapid rehousing funding that is provided by the City, Roseville Housing Authority administers 38 Emergency Housing Vouchers, 100 VASH vouchers, 20 Foster Youth Initiative vouchers and 43 Mainstream vouchers to address the needs of homeless individuals. Additional services and coordination are provided through the Coordinated Entry System and local collaboration on the By Name List.

Persons with Disabilities are served through reasonable accommodations in all of the City’s programs. Additionally, persons with disabilities receive a preference under the City’s Housing Choice Voucher program, and are assisted by the Roseville Owner Occupied Rehabilitation Program and local agencies, including: AMI Housing, Seniors First, Placer Independent Resource Services (PIRS), and Project Go.

Involuntarily Displaced: During the reporting period, there was no involuntary displacement through the City’s programs.

During the 2024 PY, the Roseville Housing Authority (RHA) increased the total voucher count from 838 to 852. This includes HCV vouchers and specialty vouchers EHV, NED, VASH, FYI and Mainstream.

Through the HCV program, 608 households in Roseville and 139 households in Rocklin were supported through rental assistance, a total of 747 families.

During the 2024 PY, RHA paid $76,000 in owner incentives and added 34 new landlords to the HCV program. Roseville Housing Authority’s landlord incentive program is designed to encourage new private landlords to participate in the Housing Choice Voucher Program and create more available units for all voucher holders. Qualifying property owners receive a one-time $1,000 payment each time they enter into a lease and contract with a Housing Choice Voucher holder.

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing

Tax Credits, Tax Exempt Bond proceeds, Local Housing Trust Funds, and funds from the former Redevelopment Agency.

The housing market has recovered from the slowdown in housing production during the recent recession. Housing vacancy is between 2-3 percent in Roseville, decreasing the supply of affordable housing and increasing rents.

Affordable housing developers have been affected by reductions or eliminations of a variety of funding sources. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production. This reality is further compounded by the impacts of a shrunken housing construction labor force, which leads to competition for labor with the Bay Area and higher overall building costs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are experiencing homelessness:

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clinicians and clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. This Center also houses The Gathering Inn Mid Placer Shelter in Auburn. The Gathering Inn South Placer has a weekly health clinic, and daily provides a clothing closet and laundry facilities in addition to a nightly emergency shelter through the rotation of local churches.

Social Services Unit of the Police Department: In 2016, the police department created the Social Services Unit (SSU). The SSU completes regular outreach and interaction with the local unsheltered population. Through this unit, local County Housing Coordinators, and Roseville Housing staff, individuals who are homeless or at-risk of homelessness are being referred to appropriate services and housing options within the Continuum of Care. These efforts are further augmented through a City-County outreach partnership that utilizes a homeless outreach worker position for South Placer and City efforts towards its own outreach worker.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff led 2025 Point in Time Count efforts throughout South Placer and achieved great success in scheduling training and events for data collection and conducting outreach to individuals otherwise unreachable for the Point In Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter is provided locally through a rotating shelter at local churches, coordinated by The Gathering Inn. This shelter serves an average of 60-90 individuals each evening. Local transitional housing programs through Roseville HomeStart and AMI Housing address much-needed transitional housing needs for families and individuals with mental illness. Lastly, Stand Up Placer provides emergency and transitional housing for domestic violence and human trafficking victims countywide.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCS) and CA 515 – the Placer County Continuum of Care; the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. In February 2023, Placer County established a low barrier mobile temporary shelter for people experiencing homelessness. The MTS is located at the Government Center in mid Placer and offers 50 beds. In total throughout the county there are 348 emergency and transitional beds, of which 66 are solely for people fleeing domestic violence and administered by Acres of Hope, Sierra Community House, and Stand Up Placer. The 282 remaining beds are administered by AMI Housing, The Gathering Inn, Volunteers of America, Placer County Adult System of Care, Unity Care, and Victory Village.

Emergency hotel vouchers are available for short-term and extreme circumstances.

Permanent Supportive housing is identified as a high priority. The need for transitional beds, mental and behavioral health services, substance use treatment, and hygiene and medical exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness).

The City of Roseville Housing Division participates in discussions with local hospital staff and Placer County probation staff on improved discharge and services planning for existing inmates, including a specific focus on persons with a history of homelessness, mental and behavioral health needs. Placer County's Continuum of Care has implemented a Coordinated Entry System through a central phone line, 211 and is working to increase its use by people existing hospitals and jails to homelessness as a means for planning their housing options more proactively. Services staff at the hospitals and jail are actively working on increased use of 211 as part of and prior to discharge planning.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Outreach: The City of Roseville Social Services Unit, Placer County's Homeless Liaison Team, The Gathering Inn, and AMI Housing provide outreach to connect people with services to get them housed.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with AMI Housing to provide hotel vouchers, security deposits, and rental assistance to assist with rapid rehousing

and homelessness prevention.

Housing: In planning for the housing needs of these populations the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations. The local housing authorities have also secured and are leasing up VASH Vouchers, Mainstream Vouchers, Emergency Housing Vouchers, and Foster Youth to Independence Vouchers to serve individuals and families who are homeless or at risk of homelessness. These vouchers have been successful in getting Veterans, families, chronically homeless individuals, and transitional age youth permanently housed. Roseville Housing Authority is seeking additional vouchers to serve individuals and families who are homeless.

Coordinated Services: Domestic violence, substance use, mental, behavioral, and physical disabilities can all contribute to individuals and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The City participates in the Built for Zero effort and leads regular meetings with social service providers and social workers to address barriers to housing of each person on the By Name List.

Unaccompanied youth: With the support of Placer County, community-based, non-profit, multi-service youth and family development agency Unity Care provides educational and social programs for at-risk youth and their families and offers the Transition to Independence Process (TIP) program for ages 14-24 who are experiencing emotional, behavioral, or other challenges. Youth receive assistance to make a successful transition into adulthood. The CoC also has a collaborative called the Transition Aged Youth Housing Collaborative to provide housing assistance for transition age youth who are homeless or at imminent risk of homelessness. The focus of the collaborative is to work with local providers to offer TAY the support and services they need.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority (RHA) received a rating of High Performer for the nineteenth consecutive year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

As of the fifth year of the five-year plan, there are currently approximately 1,700 affordable units (designated for very-low and low income persons) in the entitlement phase for future production within the next one to four years. There are another 950 affordable units currently under construction that will provide housing within the next 12 to 24 months. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

The Density Bonus Program provides for a minimum 20% to a maximum 50% density bonus in the maximum number of dwelling units, in addition to incentives and/or concessions. The concessions and/or incentives may include reduction in zoning standards, development standards, design requirements, mixed-use zoning, financial assistance, or any other incentive that would reduce costs of the developer.

City Council approved the Douglas Boulevard/Harding Boulevard Corridor Plan which includes a mix of single-family residential properties, single-family residences which have been converted to businesses, aging hotels, and many older commercial properties with large, minimally improved parking fields. The new Commercial Corridor Plan Specific Plan established mixed-use land use and zoning designations to provide more opportunities for redevelopment and reuse, more flexible zoning and development standards, and streamlined approval processes. The City added capacity for a minimum of 600 lower-income residential units, which represents both the total and realistic capacity.

The City has a ministerial approval process, called Objective Design Standards (ODS) for affordable housing projects which meet specified criteria. The streamlined approval process is an opt-in program for developers who must request streamlined ministerial approval at the time of application to the City. To qualify, the developer must agree to enter into an affordable housing agreement with the City ensuring a minimum of 20% of the units will be affordable to low, very low, or extremely low income households. A qualifying project may opt to be reviewed for conformity with the City's ODS though the ministerial Building Permit process in lieu of the City's discretionary Design Review Permit process. The ODS program has been used to approve ten affordable housing projects since its inception in 2021 allowing the development of over 2,000 units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2024 PY the City provided funding for the following activities that addressed priority special needs populations:

- AMI Housing provided case management, vouchers and other support services to individuals with mental illness.

- KidsFirst offered no-cost therapy and case management services to low-income Roseville residents.

- Seniors First Meals on Wheels and Saint Vincent de Paul Society's BAGS program offered nutrition for seniors and disabled persons.

- The 2025 Placer Veterans Stand Down event assembled over 60 service providers to offer free services to military veterans and their family members.

- Stand Up Placer provided crisis-based services to Roseville victims of domestic violence, sexual assault, and human trafficking.

- The rehabilitation of owner-occupied housing was addressed through the City's Owner Occupied Housing Rehabilitation program. These projects helped maintain the affordable housing stock in the City.

The City's Housing Authority has recently created a quarterly newsletter, which is disbursed to various agencies and participants and also kept in the Housing Division lobby. The newsletter provides a variety of resources available to City residents. For example, the newsletter advertises the Affordable Connectivity Program through the FCC, which is a program to assist low-income households with broadband service to provide high speed connectivity they need for work, school, and healthcare. The newsletter also promotes the City's Fair Housing Services provider, Project Sentinel, along with a variety of other resources to assist Roseville residents.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) and HOME funds are set aside to offer these grants; under the Housing Rehabilitation Program, grants are provided for all actual costs of lead-based paint evaluation and reduction activities.

The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992

Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2024 PY the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

- The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.

- The City frequently posts available jobs, job fairs, training and educational opportunities to the Housing Authority's Facebook page as well as notifying participants by email.

- The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income groups.

- The City participates in the Placer County Work Experience Program (WEX) which offers supervised, short-term job placements to help participants build basic job skills, gain work history, and improve employability, thus reducing dependence on public assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, housing rehabilitation, and new construction projects. The Housing Division also provides resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City displays its Fair Housing Banner in a prominent location within the Housing Division office, as well as at functions throughout the year where the City is represented. The banner reads, “Fair Housing is Everyone’s Right” in both English and Spanish and includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division Supervisory staff continues to work with other staff members to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Staff regularly receives Fair Housing and diversity training. Housing staff attended Fair Housing Training presented by Project Sentinel in June 2025.

Housing Division staff continues to record all housing complaints, including those regarding discrimination and works cooperatively with the local Legal Services branch. In the case of alleged discrimination, residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

The City’s Housing Authority continues to request and receive VASH, Mainstream and Project- based vouchers. During the 2024 PY, the Housing Authority was awarded 15 VASH vouchers, which serve veterans who are homeless or at risk of homelessness. The program offers up to 36 months of rental support and connects youth with services like education, employment, and life skills training to help them transition to independent living.

The 2020 Analysis of Impediments to Fair Housing Choice, or AI, was conducted as a joint effort for the Sacramento Valley region, including Roseville. According to the AI, Roseville is one of several cities in the region where residents are most likely to have access to economically strong neighborhoods.

Additionally, residents of Roseville are one of several cities in the region where residents are most likely to have access to proficient schools. Survey results found that residents living in Roseville tended to rate each healthy neighborhood indicator (ease of getting to the places they want to go using their preferred transportation option, convenient access to grocery stores, job opportunities, and health care facilities, and park and recreation facilities of similar quality to other neighborhoods) higher than the regional average. Various recommendations for the City were identified in the AI adopted in 2020, including: expanding affordable rental opportunities; increasing homeownership among under-represented groups; and focusing on a range of equity issues.

In order to address these recommendations, the City has:

- Worked to expand equity in access to economic opportunity: One of the strategies in the AI to

address fair housing barriers included the goal to expand equity in access to economic opportunity. In order to address this goal, the City has partnered with Placer County Adult System of Care (ASOC) with Mainstream Vouchers and also partnered with ASOC's Full Service Partnership Program with Project Based Vouchers. The City administered Homeless Prevention and Rapid Rehousing (HPRR) program partners with mental health, recovery, and disability service providers to reduce housing instability.

- Administered the Family Self Sufficiency Program (FSS) for Housing Choice Voucher (HCV) participants. When a participant of the program receives an increase in income, any rent increases are saved in an escrow account that they will receive once they successfully complete the program. In the 2024 PY, 29 participants enrolled in the program, and seven graduated. $48,014.49 was disbursed between the seven graduates. Participants assisted included seven female head of householders, and two Hispanic households.

- Expanded affordable rental opportunities by increasing accessible and affordable housing opportunities. The City has affordable housing development agreements with 30 multi-family and senior complexes. Out of the total 2,292 units, 496 are accessible units. Of the 21 multi-family apartments, 15 have 3-bedroom units, and two have 4-bedroom units to accommodate larger families.

- Contracted with a fair housing services provider, Project Sentinel. This organization has continued to work in conjunction with the City to provide comprehensive fair housing services of investigation, counseling and legal referrals for victims of housing discrimination. During PY 2024, Project Sentinel provided valuable community education and outreach regarding fair housing law and practices to Roseville residents, including tenants and landlords. More specifically, Project Sentinel accomplished the following actions:
    - In the 2024 PY, outreach was directed to Roseville tenants, landlords, the public, as well as service providers, including:
        - In June 2025, Project Sentinel conducted a virtual workshop to service providers, city agencies and other non-profits. This workshop included a Fair Housing presentation with a strong focus on LEP discrimination, as well as disability, sex, and Familial Status. Two Roseville representatives were able to participate and offer feedback.
        - In May 2025, Project Sentinel sent a total of 702 mailers, including general information about our services and contact information to local organizations, community centers, and partner agencies.
    - Received 11 calls and assisted 28 persons. Most calls were disability related, with some calls received based on sex, source of income, and criminal background.
    - Opened 10 cases and conducted several audits based on source of income.
    - Project Sentinel did not have any HUD or CRD referrals this last fiscal year. They were able to provide extended counseling to several clients and opened several cases for testing investigation.

- Currently the organization has brochures available in English, Spanish, Mandarin, Tagalog, and Vietnamese.

Through the actions listed above, the City is providing valuable services to address various issues of discrimination found in the community. The programs and progress directed through the City's Housing Division, in conjunction with the outreach efforts conducted by Project Sentinel, is translating to more residents becoming aware of services as well as rights when it comes to fair housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted. Staff will monitor 2024 PY subrecipients in the fall and winter of 2025.

Additionally, individualized technical assistance was provided to subrecipients on an as-needed basis throughout a program year.

Roseville seeks to ensure minority business owners are included in any outreach and comprehensive planning requirements. In order to do so, public notices are translated and offered in Spanish, and any request for additional translation is available for those who request it. All organizations applying for funding are provided technical assistance to ensure they have info they need to apply. Notices of Funding Availability (NOFA) are provided to a variety of groups to encourage diverse populations have access to the information, including the Placer County Continuum of Care, the Latino Leadership Council, and Placer Collaborative Network. NOFA's are also posted in public locations such as City libraries. Any Requests for Proposals released by the City are noticed in the local newspaper and posted on the City's website in order to ensure a variety of submittals are attained. Contracts include language regarding equal opportunity and nondiscrimination, and contracts requiring subcontractors are encouraged to reach out to minority and women owned businesses for the work to be subcontracted.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City published a notice in the Roseville Press Tribune on August 29, 2025, announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the scheduled public hearing. The notice was published in English and in Spanish. Notice was also published on the City's website.

The public will be invited to comment during a minimum 15-day period, August 30, 2025 through September 17, 2025. To date, no comments have been received.

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development.

The City notified public service agencies directly via an email to several local non-profit collaborations regarding the availability of the 2024 CAPER and attached electronic copies/links of the public

review/hearing notice and Draft document. Agencies notified included the Placer Collaborative Network, the Placer Consortium on Homelessness, the Latino Leadership Council, and the Health Education Council. The Latino Leadership Council is a local nonprofit that provides services to underserved Spanish-speaking populations by connecting Latinos to a multitude of health, education, and youth development services. The Health Education Council serves residents in under-served communities, particularly minorities. These organizations all provide services to minorities and persons with disabilities. The City encourages all agencies who receive these types of notices to share this information with their clients and other organizations who may be interested in the Draft CAPER.

A public hearing will be held before the City Council on September 17, 2025 to review the City's progress in meeting its Housing and Community Development needs. The public hearing allows additional opportunity for the public to comment on the 2024 CAPER.

During the public hearing on September 17, 2025, City Council members will be given the opportunity to ask questions.

In order to address access to public meetings for persons with disabilities, Roseville Transit offers ADA Paratransit for ADA-certified passengers. Additionally, all information is available in an accessible format to persons with visual impairment upon request. All public notices state:

The hearing will be available for live access on Comcast 14, Consolidated Communications 73, AT&T U-verse, and the City's YouTube channel. All interested persons are invited to appear and be heard. Meeting facilities are accessible to persons with disabilities. By request, translation services and documents, as well as alternative accessible document formats are available to persons with varying language needs or disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please contact the City of Roseville by calling 916-774-5200 (voice) or 916-774- 5220 (TDD) a minimum of two business days prior to the meeting.

The CAPER will be submitted to HUD by September 30, 2025 for review.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The Johnson Pool ADA improvements project with the City's Parks and Recreation Department experienced several delays due to issues with procuring bids. In the Fall of 2022, the project went out to bid, with only one bid received which was far above the project budget. The project scope was then reduced and rebid in early 2023, but no bids were received. Finally, the project scope and design was revised to combine what was originally planned as two separate phases of work. When the project went out to bid again in the winter of 2024, bids were received, and a contractor was selected. The accessibility improvements were completed in PY 2024, and the pool was reopened to the public on June 14, 2025. The project is nearing completion, with final items such as the waterslide installation still pending. Completion is anticipated in PY 2025; accomplishments will be entered upon project completion.

The 2024 Action Plan included a project for the development of affordable rental housing to provide funding assistance to developers of rental housing affordable to low-income households. The purpose of this NOFA would be to obtain proposals for the acquisition of property to be used for the future development of affordable housing. The intent of this Notice of Funding Availability (NOFA) was to solicit proposals for the acquisition of property designated for future affordable housing development. However, due to staff transitions and the timing of funding availability, the NOFA was not released before the close of the program year. The City now plans to issue this NOFA in PY 2025. As a result of these experiences, the City will take additional steps to anticipate and address potential timing challenges with similar projects in the future.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by CDBG funds shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, in addition to business concerns which provide economic opportunities to low- and very low-income persons.

One capital improvements project slated to be completed within the 2024 PY was an ADA improvements project to Johnson Pool. As outlined in CR-45, the project faced delays primarily due to challenges in securing bids and managing budget constraints. Section 3 requirements and information were detailed in the bid advertisement and bid documents, in the contract, and communicated during the pre-construction meeting. Certification forms and relevant information regarding efforts has been provided to those working on the project. The City is actively collaborating with the contractor and subcontractors to ensure compliance with Section 3 throughout the duration of the project. Section 3 labor hours and applicable efforts will be reported on once accomplishments are reported.