



AGENDA

April 3, 2024

CITY COUNCIL
HOUSING AUTHORITY
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, CA
www.roseville.ca.us

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

Levine Act Provisions - The Levine Act requires a Party (or its agent (s)) to a Proceeding before the City of Roseville that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officers (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

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

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

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

any kind, illegal drugs and alcohol.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PRESENTATIONS**

5.1. Proclamation - Fair Housing Month April 2024

Proclaim the month of April 2024 as Fair Housing Month and encourage all residents and community organizations to celebrate the value of harmonious, inclusive, and diverse communities of neighbors and to support the goal of equal housing opportunity for all people.

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

5.2. Proclamation - National Donate Life Month April 2024

Proclaim April 2024 as National Donate Life Month and encourage all residents to register their decision to be an organ, eye and tissue donor in the National Donate Life Registry at DonateLifeCalifornia.org or at your local California DMV.

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

6. **PUBLIC COMMENTS**
7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Electric Meter Locking Devices - Sole Source Purchase Order

Memo from Electric Operations Supervisor Jeff Beaubier and Electric Utility Director Dan Beans recommending the City Council approve a sole source purchase order with DeWalch Technologies, Inc. to provide meter locking devices for Roseville Electric Utility. Funding is included in the Electric Department's FY2023-24 budget in the Electric Fund, and costs will not exceed \$127,037.25.

CC #: 3230

File #: 0203-07

CONTACT: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

7.2. Miscellaneous Waterworks Materials (RFQ 10-3376) - Purchase Orders

Memo from Purchasing Supervisor Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-075 APPROVING A PURCHASE ORDER FOR THE PURCHASE OF MISCELLANEOUS WATERWORKS MATERIALS; and adopt RESOLUTION NO. 24-076 APPROVING A

PURCHASE ORDER FOR THE PURCHASE OF MISCELLANEOUS WATERWORKS MATERIALS. Staff requests Council approve purchase orders to Pace Supply Corporation and Ferguson Enterprises, LLC dba Ferguson Waterworks as the lowest responsive and responsible bidders for the purchase of miscellaneous waterworks materials. The estimated annual total of the award is \$950,000. Purchase orders will be issued as needed. Spending for FY2023-24 is included in department budgets in various City funds. Staff requests authorization for four optional renewal years without further Council approval, pending Council's approval of the yearly budget.

CC #: 3232

File #: 0203-04

CONTACT: Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

7.3. Weber Park Renovation Project - Award of Contract

Memo from Park Development Project Manager Kelly Appier and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION 24-068 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ABIDE BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council award the base bid plus alternates 1, 2 and 3, plus the Winter Suspension Allowance to Abide Builders, Inc, for a total contract award amount of \$2,213,000. Due to the renovation of this older park, staff requests authorization to approve change orders in an amount not to exceed fifteen percent (15%) of the contracted amount. Funding was allocated and approved in the FY2022-23 and FY2023-24 budgets from the American Rescue Plan Act. Maintenance costs are currently funded through the General Fund and are anticipated to remain unchanged.

CC #: 3223

File #: 0704-01

CONTACT: Kelly Appier 916-774-5927 ksappier@roseville.ca.us

7.4. John Byouk Park Project - Approve Plans and Specifications and Authorize Staff to Call for Bids

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the plans and specifications for the John Byouk Park Project and authorize staff to call for bids. This 8-acre park site is located adjacent to Rex Fortune Elementary in the Sierra Vista area of Roseville off of Upland Drive. The architect's estimate for construction for the base bid is \$2,159,050. Funding for construction of this park was initially included in the FY2021-22 Capital Improvement Project (CIP) budget in the Neighborhood Park - Sierra Vista Fund, with additional funds for construction added in the FY2023-24 CIP budget. Maintenance costs will be approximately \$16,000/acre/year and will be funded by the Sierra Vista Community Facilities District No. 2 (Public Services). There will be no General Fund impact.

CC #: 3219

File #: 0704-01

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

7.5. Holiday Lighting and Decoration - Contract Purchase Agreement

Memo from Recreation Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-090 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROMIAS ENTERPRISES, LLC DBA THE CHRISTMAS LIGHT PROS OF SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a contract purchase agreement to increase the currently approved contract amount for Romias Enterprises LLC dba The Christmas Light Pros of Sacramento from \$45,000 to an estimated \$50,000 in FY2023-24, and to grant approval to increase the estimated annual not to exceed contract approval amount for FY2024-25 to \$60,000, which will update the total contract not-to-exceed amount from \$225,000 to \$245,000, due to increased costs for materials, and additional costs due to a larger size City Christmas tree. Funding is included in the approved FY2023-24 and proposed FY2024-25 budget of the Parks, Recreation & Libraries Department, Roseville Electric and Public Works Department.

CC #: 3254

File #: 0704

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.6. Citywide East Site Radio Communications Tower (RFQ 15-019) - Reject All Bids

Memo from Project Supervisor Andre Baranov and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-079 REJECTING ALL BIDS FOR THE CITYWIDE EAST SITE RADIO COMMUNICATIONS TOWER PROJECT. Staff requests Council authorize staff to reject all bids received for Request for Quotes 15-019 for the Citywide East Site Radio Communications Tower project and approval of staff to rebid the project. Bids for the Citywide East Site Radio Communications Tower had discrepancies that would be best clarified through re-bidding the project. There are no fiscal impacts from these actions.

CC #: 3236

File #: 0203-21

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

Resolutions

7.7. Fire Station #8 - Natural Gas Utility Connection Service Contract

Memo from Administrative Technician Andre Baranov and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-085 APPROVING A GAS AND ELECTRIC EXTENSION AGREEMENT, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE. Staff requests Council adopt a resolution to authorize the City Manager to execute a contract with Pacific Gas and Electric to provide natural gas utility connection services in the amount of \$86,224.78. This amount includes the base contract amount of \$78,386.16 plus a 10% contingency of \$7,838.62. There is no additional fiscal impact with this request. Funding for the agreement will come from the previously approved budget for the project by re-directing surplus funds from the Construction Management budget line item to pay for this work. The agreement will provide the City with design, installation, and connection to natural gas at Fire Station 8.

CC #: 3247

File #: 0900-04

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

7.8. Tax Revenue Consulting Services - Professional Services Agreement Amendment

Memo from Accounting Manager Teri Quinlan and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-091 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HINDERLITER, DE LLAMAS & ASSOCIATES DBA HDL COMPANIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approving the second amendment to the professional services agreement with HdL Companies for transient occupancy tax administration, short-term rental administration, business tax administration, and related consulting services. The term of the original agreement dated April 21, 2021 was two years, with an option to renew for three additional years, and an annual not-to-exceed amount of \$225,000. There are adequate funds available in the FY2023-24 General Fund budget to fund this agreement, and the costs will be included in the proposed FY2024-25 General Fund budget.

CC #: 3255

File #: 0210

CONTACT: Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

7.9. Tax Revenue Consulting Services - Professional Services Agreement Amendment

Memo from Budget Manager Nancy Rothlisberger and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-087 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a third amendment to the professional services agreement with MuniServices, LLC to provide sales tax and transactions and use tax auditing, projection, recovery, and consultant services. The agreement is structured to only compensate MuniServices, LLC based on the amount of additional revenues received by the City due to their audit and recovery services. The additional one-year extension will increase the total not-

to-exceed amount from \$750,000 to \$1 million. The additional sales and use tax revenues that the City receives for the General Fund from these services more than offsets the cost.

CC #: 3251

File #: 0200

CONTACT: Nancy Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

7.10. Community Facilities District No. 3 (Municipal Services) - Annexation No. 29
Shea Roseville Apartments - Resolution of Intention to Annex Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-069 A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services) Annexation No. 29 (Shea Roseville Apartments). Staff requests Council approve a resolution of intention to annex territory to Municipal Services Community Facilities District No. 3 (CFD 3) and authorize the levy of special taxes therein, and set Wednesday, May 15, 2024, at 6:00 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing. The landowner is obligated per the Development Agreement by and between the City and Roseville Holdings, LLC, to annex into the CFD 3 prior to the issuance of the first residential building permit. The CFD 3 will generate special taxes levied on the landowner's annual property tax bill. Annexation into CFD 3 helps offset the property's impact on City General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

CC #: 3224

File #: 0400-04-04-1

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.11. City of Roseville Goals and Policies Concerning the Use of Mello-Roos
Community Facilities Act of 1982

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-073 ADOPTING THE AMENDED GOALS AND POLICIES CONCERNING THE USE OF MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982. Staff requests Council approve an update of the City's Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982 with revisions to the language in the document to help clarify the meaning of the policy and align it with established practices. Approval of the update will not have any impact of the City's General Fund.

CC #: 3228

File #: 0206-03

CONTACT: Jeannine Thrash, 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.12. Downtown Roseville Property and Business Improvement District - 2023 Annual Report and 2024 Budget

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-074 APPROVING THE 2023 DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND 2024 BUDGET. Staff requests Council receive an update regarding the 2023 Downtown Roseville Property and Business Improvement District Annual Report including current activities and future operations and approve the annual report and the 2024 budget for the Downtown Roseville Partnership. The City contributes to the Property and Business Improvement District each year in the form of parcel assessments for City-owned property in Downtown Roseville. The 2023 City assessment was \$64,796.84 and the total assessment collected for the district was \$215,513.40. Receiving the annual report has no impact on the General Fund and a maximum of 2% of the property assessment will be retained by the City to cover the costs of administration of the management agreement.

CC #: 3229

File #: 0206-10-01

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

7.13. Prospera at Fiddymment Workforce Housing Project - Regulatory Agreement, Subordination Agreement, Loan Agreements, Promissory Notes, and Deeds of Trust

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-089 APPROVING A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, A SUBORDINATION AGREEMENT, HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST, HOUSING SUCCESSOR LOW AND MODERATE INCOME HOUSING ASSET FUND LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMMENT WORKFORCE PARTNERS, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the necessary loan documents and regulatory agreement between the City and Fiddymment Workforce Partners, L.P. to fund the Prospera at Fiddymment workforce housing project, in the West Roseville Specific Plan, in the amount of \$1.5 million. The Prospera at Fiddymment workforce project will include 104 units. The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund and will pair it with available resources in the Housing Successor Low and Moderate Income Housing Asset Fund. The recommended agreements will support the City's General Plan in meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

CC #: 3253

7.14. HOME Investment Partnerships Program - Funding Application

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-086 AUTHORIZING THE SUBMISSION OF THE 2022-2023 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE AND COMPLY WITH THE PROGRAM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an application to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program (HOME) funds in the amount of \$12,150,000 to assist with Mercy Housing's Pleasant Grove Apartments Phase II affordable housing development and to execute the necessary application, standard agreement, and relevant documents to receive HOME funding from the State of California Department of Housing and Community Development. The recommended action does not impact the City's General Fund. The Pleasant Grove Apartments Phase II affordable project will include 49 units serving households with incomes between 30 to 60 percent of Area Median Income. The recommended grant will support the City's General Plan in meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

CC #: 3248

File #: 0709-04

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

7.15. Homeless Outreach Workers - Contract for Services

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-081 APPROVING A CONTRACT FOR SERVICES, BY AND BETWEEN THE COUNTY OF PLACER AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Homeless Outreach Worker Agreement between Placer County Adult System of Care and the City to hire two homeless outreach workers to be included as part of the Roseville Police Department's Social Services Unit. The recommended agreement continues a multiagency collaboration to address homelessness and supports the City's goal to maintain a safe and healthy community. Funding for this agreement includes \$15,000 from the Downtown Roseville Partnership and \$65,000 from the Housing Successor Low and Moderate Income Housing Asset Fund, for a total of \$80,000. No General Fund resources will be used for this agreement.

CC #: 3242

File #: 0709

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

7.16.Solaire Phase 6 - Nicole Gee Drive - Phase 1 - Notice of Completion

Memo from Construction Inspector Matt Shields and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-077 ACCEPTING THE PUBLIC WORK KNOWN AS SOLAIRE PHASE 6 - NICOLE GEE DRIVE - PHASE 1 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. Staff requests Council accept the Solaire Phase 6 - Nicole Gee Drive - Phase 1, CWJ # 190752, as complete and authorizing the City Engineer to execute the Notice of Completion. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 3233

File #: 0400-04-12-1

CONTACT: Matt Shields 916-223-7109 mshields@roseville.ca.us

7.17.Solaire Phase 6 - Nicole Gee Drive - Phase 2 - Notice of Completion

Memo from Construction Inspector Matt Shields and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-082 ACCEPTING THE PUBLIC WORK KNOWN AS SOLAIRE PHASE 6 - NICOLE GEE DRIVE - PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. Staff requests Council adopt a resolution accepting Solaire Phase 6 - Nicole Gee Drive - Phase 2, CWJ # 190760, as complete and authorizing the City Engineer to execute the Notice of Completion. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 3244

File #: 0400-04-12-1

CONTACT: Matt Shields 916-223-7901 mshields@roseville.ca.us

7.18.Campus Oaks CO-2 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-071 ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CAMPUS OAKS CO-2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF

ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. Staff requests Council accept Campus Oaks CO-2, CWJ# 190643 as complete and authorizing the City Engineer to execute the Notice of Completion. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 3226

File #: 0400-04-18

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

7.19.Campus Oaks CO-3 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-072 OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CAMPUS OAKS CO-3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. Staff requests Council accept Campus Oaks CO-3, CWJ# 190835 as complete and authorizing the City Engineer to execute the Notice of Completion. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 3227

File #: 0400-04-18

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

7.20.Veteran's Park Multi-Use Trail Gap - Reimbursement Agreement

Memo from Assistant Transportation Planner Suzanne Engelke and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-066 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Reimbursement Agreement between the City and JEN California 15, LLC, for the construction of a bike trail near Veteran's Memorial Park North. The total cost of this agreement is \$251,109.59 and is funded by local transportation grant funds approved in a previous budget cycle. There is no fiscal impact to the General Fund.

CC #: 3221

File #: 0721-02

CONTACT: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

7.21. Comprehensive Proposition 218 Fees and Charges Compliance Assessment and Related Cost of Services Study - Professional Services Agreement Amendment

Memo from Management Analyst Daniel Leonardich and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-067 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RAFTELIS FINANCIAL CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Professional Services Agreement Amendment with Raftelis Financial Consultants, Inc. to analyze and evaluate the cost of services for certain Environmental Utilities related operations. The new cost in the Amendment is \$33,780, bringing the total not-to-exceed amount to \$135,710. The additional funding will come from Public Works' current fiscal year operating General Fund budget.

CC #: 3222

File #: 0800-02

CONTACT: Daniel Leonardich 916-734-5341 dleonardich@roseville.ca.us

7.22. Classification and Compensation Studies - Professional Services Agreement Amendment

Memo from Administrative Assistant Chalyn Ferguson and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 24-080 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRYCE HR CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an amendment to the Professional Services Agreement with Bryce HR Consulting, Inc. to provide professional consultation services in the areas of employee classification and compensation. Total compensation shall not exceed \$93,645, which includes the \$18,645 from the amendment. There are sufficient resources available in the approved FY2023-24 General Fund budget to fund this amendment.

CC #: 3237

File #: 0600

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

7.23. American National Red Cross Disaster Location - Facility Use Agreement

Memo from Recreation Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-078 APPROVING A FACILITY USE AGREEMENT, BY AND BETWEEN THE AMERICAN NATIONAL RED CROSS AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Facility Use Agreement with the American National Red Cross for use of the Maidu Community Center as an emergency location for shelter in the event of a disaster and/or a location to receive disaster relief supplies. The Red Cross would assume responsibility to provide goods and security if required. Cost of facility usage, City staff time, and custodial staff

resources would be covered by the City in the event of a disaster. The impact to the General Fund is unknown, depending upon the length of time and the extent to which the facility would need to be used for these purposes.

CC #: 3235

File #: 0307-01

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.24. Resolution Declaring Public Weeds and Rubbish a Public Nuisance - Setting a Public Hearing Date

Memo from Division Fire Chief Michael Bradley and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 24-065 DECLARING ALL WEEDS, DIRT, RUBBISH, AND/OR RANK GROWTHS WITHIN THE CITY OF ROSEVILLE TO BE A NUISANCE; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR RANK GROWTHS. Staff requests Council approval of a resolution declaring weeds, rubbish, dirt, and/or rank growth within the City to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and setting a time and place for the required public hearing. The public hearing will be scheduled for the City Council meeting on Wednesday, May 1, 2024. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. This item has no fiscal impact on the General Fund.

CC #: 3220

File #: 0324-01

CONTACT: Michael Bradley 916-774-5806 mbradley@roseville.ca.us

7.25. Barton Road Water Treatment Plant East Applied Pipeline Project - Increase in Change Order Authority

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-070 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY. Staff requests Council approval to increase the \$33,503 change order authority for the Barton Road Water Treatment Plant – East Applied Pipeline Project to \$67,006, for a not-to-exceed total contract amount of \$402,036 and authorize the City Manager or his designee to approve and pay for contract change orders as needed. The project is funded by the Water Rehabilitation Fund, which is funded through water utility sales.

CC #: 3225

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.26. Financial Policies for Fiscal Year 2024-25

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-084 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES,

EFFECTIVE JULY 1, 2024. Staff requests Council approve the annual update of its comprehensive set of financial policies. The recommended updates to the Investment Policy incorporates a provision of Senate Bill SB 882, Local Government Omnibus Act of 2023, and clarify the scope of the policy. The recommended updates to the Debt Management Policy improve clarity regarding bonds issued for community facility districts. The recommended update to the Development Services Stabilization Reserve Fund Policy improves clarity about the calculation of the reserve and updates the example calculation. The recommended update to the Internal Control Policy incorporates the new whistleblower communication tool as an example of an Information and Communication category of internal controls. Approval of the financial policies has no fiscal impact. However, implementation of the policies is expected to improve the fiscal position and financial health of the City. The Fiscal Year 2024-25 Proposed Budget is being developed based on these recommended financial policies.

CC #: 3246

File #: 0200

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

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

7.27. Community Facilities Districts - Budget Adjustment

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6794 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment to true up the community facilities district budgets with the final expenditure estimates. The City's budget is developed and proposed for adoption prior to the final tax levy budget for each community facilities district (CFD) is determined. The recommended budget adjustment trues up the budgets after the final expenditure estimates, including pay-as-you-go developer reimbursements, are taken into consideration. Also, this budget adjustment will realign the budget for debt service-related fees to improve the accounting and financial reporting. There are sufficient fund balances in all the identified CFDs to accommodate the budget adjustments. The impact of the budget adjustments on the fund balance of the General Fund is an increase of \$577,219 in additional revenue from Community Facilities District No. 3, Municipal Services.

CC #: 3238

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

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

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

7.28. Staffing Changes

Memo from Human Resources Manager Macy Dippert and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6797 AMENDING ORDINANCE NO. 6755, THE SALARY

ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "T" TO BE EFFECTIVE APRIL 6, 2024, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6798 AMENDING ORDINANCE NO. 6765, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE APRIL 6, 2024 AS AN URGENCY MEASURE. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff recommends that the City Council approve the Temporary salary schedule to reflect the addition of the High School Intern classification. Also recommended is City Council approval for Roseville Police Association A & B salary schedules reflecting the addition of Crime Analysis Supervisor classification. Staff also recommends deletion of one (1) position from the City allocation schedule. For the remainder of FY2023-24, the financial impact of the recommendations to the General Fund is \$57,600. All net budget increases can be absorbed in existing appropriations, so no budget adjustments are requested at this time.

CC #: 3250

File #: 0600-01

CONTACT: Macy Dippert 916-774-5215 mdippert@roseville.ca.us

7.29. Electric Department - Capital Improvement Project Approval and Budget Adjustment

Memo from Assistant Electric Utility Director Chris Porter and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6795 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the establishment of the Electric Roseville Power Plant 2 Engine Rehab project and adopt an ordinance to approve a budget adjustment to capital improvement projects for the Electric Department. This budget adjustment includes reallocation of funding to multiple Electric Department capital improvement projects and results in no change to the Electric Fund balance.

CC #: 3239

File #: 0800-03 & 0201-01

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

7.30. Accela Cloud Migration - Capital Improvement Project Approval and Budget Adjustment

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt ORDINANCE NO. 6793 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize the establishment of a new Capital Improvement Project named Accela Cloud Migration, and approve a budget adjustment appropriating \$895,596 in the Development Services Technology Fund to the

project for data migration, software implementation, and licensing of Accela's Software as a Service cloud-hosted environment. The proposed budget adjustment would allocate \$895,596 from the Development Services Technology Fund to proceed with the project. The Technology Replacement Fund receives funding from a fee associated with building permit issuance and was specifically established to pay for technology platforms that benefit development. There is no impact to the General Fund.

CC #: 3234

File #: 0203-06 & 0201-01

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

7.31. Pleasant Grove Apartments Affordable Housing Project - Regulatory Agreement, Loan Agreements, Promissory Notes, Deeds of Trust, and Budget Adjustment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-083 APPROVING A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST, PROHOUSING INCENTIVE PILOT LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST BY AND BETWEEN THE CITY OF ROSEVILLE AND MERCY HOUSING CALIFORNIA 101, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6796 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of the necessary loan documents and regulatory agreement between the City and Mercy Housing California 101, L.P., a California limited partnership to fund the Pleasant Grove Apartments affordable housing project, in the Northwest Roseville Specific Plan, in the amount of \$7,550,000. The Pleasant Grove Apartments affordable housing project will include 49 units. The recommended loan agreements will support the City's General Plan in meeting the affordable housing goals. The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The recommended budget adjustment appropriates \$2,323,750 in funding available in the Local Housing Trust Fund and grant funds from the Prohousing Incentive Pilot program to fund the loan. No General Fund resources will be used in the development of this project.

CC #: 3245

File #: 0709-03-02 & 0400-04-09 & 0201-01

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

Ceremonial Documents

7.32. Resolution - Mike Tarczy

Commend Mike Tarczy for his 23 years of outstanding service in Public Works Facilities and dedication to the City of Roseville, congratulate him for his many accomplishments, and wish him a long, healthy, and enjoyable retirement.

CC #: 3257

File #: 0102-10

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

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Electric Utility Rates - Roseville Municipal Code Amendment

Memo from Interim Electric Utility Financial Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council introduce for first reading an ORDINANCE AMENDING SECTIONS 14.24.040, 14.24.050, 14.24.051, 14.24.055, 14.24.077, AND 14.24.079 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY. Staff requests Council approve amendments to Chapter 14.24 of the Roseville Municipal Code. These amendments reflect the recommended rate actions by Roseville Electric Utility and includes adopting the previous temporary 8% energy surcharge as an increase to base rates on January 1, 2025, as well as implementing two 9% base rate increases across all customer types, with one on June 1, 2024, and the other on January 1, 2025.

CC #: 3240

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

Public Hearings listed for continuance will be continued as noted and posting of this

9.1. Zoning Ordinance/North Central Roseville Specific Plan Text Amendment - Regional Commercial

Memo from Associate Planner Eric Singer and Development Services Director Mike Isom recommending the City Council adopt the two findings of fact and introduce for first reading an ORDINANCE AMENDING ZONING ORDINANCE SECTION 19.12.020 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMERCIAL USE TYPES and adopt RESOLUTION NO. 24-088 AMENDING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN REGARDING PERMITTED USES ON PARCELS 35, 36 & 95. Staff requests Council approve the addition of multi-family residential uses as a permitted use within the Regional Commercial zone district, provided units have been allocated within a Specific Plan, to allow multi-family uses as permitted within the Regional Commercial land use designation in the North Central Roseville Specific Plan, and to correct an error in Roseville Municipal Code Section 19.12.020, Commercial Use Types. The project has no impact on the City's General Fund.

CC #: 3252

File #: 0400-02 & 0400-04-04-2

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

9.2. Sierra Vista Specific Plan Parcels FD-34 & WB-31 (1600 Westbrook Blvd. and 3250 Pleasant Grove Blvd.) - Development Agreement Amendments

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt the five (5) findings of fact and introduce for first reading an ORDINANCE ADOPTING A SEVENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE ADOPTING A FOURTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project is a request for a Seventh Amendment to the Westpark Federico Development Agreement and for a Fourth Amendment to the Westbrook Development Agreement to reflect the 48-unit density bonus on Sierra Vista Specific Plan (SVSP) Parcel FD-34 for a total of 304 units (with 302 units designated as affordable), and the transfer of the 6 low income affordable obligation from SVSP Parcel WB-31 to SVSP Parcel FD-34. Parcel FD-34 will have a resulting affordable unit allocation of 256 very-low income rental units and 46 low income rental units. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 3249

File #: 0400-04-12

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

9.3. HOUSING AUTHORITY - FY2024-25 Annual Plan

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council, acting as the Board of Directors for the Housing Authority, adopt RESOLUTION NO. 2-24 HOUSING AUTHORITY OF THE CITY OF ROSEVILLE APPROVING THE FY2024-25 ANNUAL PLAN. Staff requests Council approve the FY2024-25 Roseville Housing Authority Annual Plan and authorize the Executive Director to submit the FY2024-25 Roseville Housing Authority Annual Plan to the U.S. Department of Housing & Urban Development along with the required certifications, disclosures, and related documents. This item does not create any additional cost to the City's General Fund.

CC #: 3231

File #: 0709-01 & 0103-03-02

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 3243
File #: 0102-06

Title: Proclamation - Fair Housing Month April 2024
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim the month of April 2024 as Fair Housing Month and encourage all residents and community organizations to celebrate the value of harmonious, inclusive, and diverse communities of neighbors and to support the goal of equal housing opportunity for all people.

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.

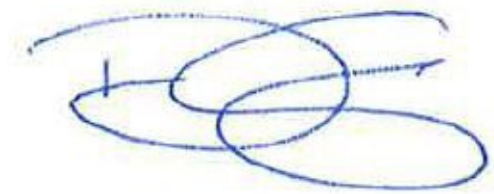
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Fair Housing Month April 2024

Proclamation

FAIR HOUSING MONTH APRIL 2024

WHEREAS, adequate housing is a basic need and right of all people; and

WHEREAS, this year we celebrate the 56th Anniversary of the enactment of the Federal Fair Housing Act of 1968 (Title VIII of the Civil Rights Act), which states that discrimination in the sale and rental of housing is illegal when based on race, color, religion, sex, or national origin; and

WHEREAS, the Fair Housing Amendments Act of 1988 extends fair housing rights on the basis of familial status to families with children, and on the basis of handicap to disabled persons; and

WHEREAS, California statutes additionally protect citizens on the basis of age, marital status, sexual orientation, gender identity and source of income; and California celebrates the 65th Anniversary of the Fair Employment and Housing Act (FEHA); and

WHEREAS, the City of Roseville supports fair housing efforts to eliminate discrimination in housing and recognizes the benefits of Project Sentinel to educate home seekers, apartment managers, and apartment owners on federal and state housing laws, and to investigate complaints of illegal housing discrimination in Roseville; and

WHEREAS, to heighten public awareness, the City of Roseville wishes to focus public attention on April as Fair Housing Month.

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of **April 2024** as **FAIR HOUSING MONTH** and encourage all residents and community organizations to celebrate the value of harmonious, inclusive, and diverse communities of neighbors and to support the goal of equal housing opportunity for all people.

SIGNED AND APPROVED this 3rd day of April 2024.



BRUCE HOUESHELDT, MAYOR





COUNCIL COMMUNICATION

CC #: 3256
File #: 0102-06

Title: Proclamation - National Donate Life Month April 2024
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim April 2024 as National Donate Life Month and encourage all residents to register their decision to be an organ, eye and tissue donor in the National Donate Life Registry at DonateLifeCalifornia.org or at your local California DMV.

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

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - National Donate Life April 2024

Proclamation

NATIONAL DONATE LIFE MONTH APRIL 2024

WHEREAS, more than 100,000 Americans and 20,000 Californians are currently on the national transplant waiting list; and

WHEREAS, another person is added to the waiting list every eight minutes, and, on average, seventeen people die each day while waiting for a lifesaving organ transplant; and

WHEREAS, Sierra Donor Services serves at the center of a dynamic, interconnected system that involves donor families, local hospitals and transplant centers across Northern California, including the greater Sacramento region, in the delicate and time-sensitive mission of saving lives through transplant; and

WHEREAS, in 2023, Sierra Donor Services had its most successful year in its nearly 40-year history, making 442 organ transplants possible thanks to the selfless generosity of 171 Northern California organ donors; and

WHEREAS, organ transplants have directly impacted the lives of Roseville residents, as several transplant recipients live in Roseville and continue to spread the importance of registering to become an organ, eye, and tissue donor.

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do here by proclaim **April 2024** as **NATIONAL DONATE LIFE MONTH** and encourage all residents to register their decision to be an organ, eye and tissue donor in the National Donate Life Registry at DonateLifeCalifornia.org or at your local California DMV.

SIGNED this 3rd day of April 2024.



BRUCE HOUESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3230
File #: 0203-07

Title: Electric Meter Locking Devices - Sole Source Purchase Order
Contact: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order with DeWalch Technologies, Inc. to provide meter locking devices for Roseville Electric Utility.

BACKGROUND

Roseville Electric Utility employs locking devices, commonly referred to as meter rings, along with a distinctive key mechanism, to securely affix electric meters to panels. DeWalch Technologies, Inc. holds a patent for a unique meter locking device tailored specifically for the City's electric utility needs. With the transition from conventional meters to Advanced Meter Infrastructure (AMI) meters, these patented secure locking rings, complemented by the one-of-a-kind key, are employed to replace any existing rings in use.

FISCAL IMPACT

Funding is included in the Electric Department's FY2023-24 budget in the Electric Fund, and costs will not exceed \$127,037.25. It is estimated that this order will meet the department's needs for the next three years.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E – Deliver exceptional city services.

Goal F – Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Jeff Beaubier, Electric Operations Supervisor

Dan Beans, Electric Utility Director

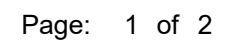
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Dominick Casey, City Manager

ATTACHMENTS:

Description

DeWalch Quote for Meter Locking Devices





QUOTATION

Quotation No.: 21886
Date: 12/12/2023

Terms And Conditions:

Freight

FOB Origin, Freight Prepaid - Seller pays freight charges. Seller bears freight charges. Buyer owns goods in transit. Buyer files claims (if any).

Taxes

Prices include state or local sales or use taxes.

Thank You!

We appreciate the opportunity to quote, and look forward to serving your requirements.

DeWalch Technologies, Inc.

by:

Ricardo Herrero-Velarde



COUNCIL COMMUNICATION

CC #: 3232
File #: 0203-04

Title: Miscellaneous Waterworks Materials (RFQ 10-3376) - Purchase Orders
Contact: Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions to approve purchase orders to Pace Supply Corporation and Ferguson Enterprises, LLC dba Ferguson Waterworks as the lowest responsive and responsible bidders for the purchase of miscellaneous waterworks materials on an as-needed basis.

The bid allowed for four optional renewal years. Staff requests authorization to continue utilizing the optional renewal years of the bid without further Council approval, provided that the applicable budget is approved by the City Council each year, until the bid expires or until City staff determines that continuing with the same vendors are not in the City's best interest.

BACKGROUND

Various City departments have ongoing requirements for waterworks materials to maintain City facilities and infrastructure. The materials are primarily used for repairs, upgrades, maintenance, and new service additions to the City's water and sewer lines.

Purchasing staff solicited pricing on 418 waterworks items as a sampling of products regularly purchased either directly by the end using departments for specific projects or by Purchasing staff to stock the Central Stores Warehouse supply of waterworks materials. Bidders were asked to quote a quantity of one each of the products that were supplied to obtain the unit price for each item with the bid being awarded by line item. Bidders were also asked to quote a percentage discount off of manufacturer's list price for broad categories of waterworks items that were not specifically listed in the bid. The bid award specified that the two bidders who had the greatest number of low bids would be awarded the contract.

FISCAL IMPACT

The estimated total annual value of the award is \$950,000 for the twelve-month period from April 3, 2024 to April 2, 2025. Funding is included in departmental budgets in various City funds. Future

spending is contingent upon Council approval of the City budget. The estimated spending for the initial award and optional renewal years, by fiscal year, is as follows: FY2023-24 \$237,500; FY2024-25, \$712,500; FY2025-26 \$1,045,000; FY2026-27, \$1,149,500; FY2027-28, \$1,264,450; FY2028-29, \$948,400.

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 waterworks materials meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

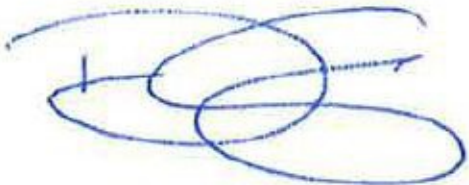
Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Becky Philipp, Purchasing Supervisor

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-075

Resolution 24-076

Bid Summary

RESOLUTION NO. 24-075

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF
MISCELLANEOUS WATERWORKS MATERIALS

WHEREAS, a purchase order for miscellaneous waterworks materials, by and between the City of Roseville and Ferguson Enterprises, LLC dba Ferguson Waterworks, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is approved.

BE IT FURTHER RESOLVED that four (4) additional one (1) year renewals is hereby approved without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 24-076

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF
MISCELLANEOUS WATERWORKS MATERIALS

WHEREAS, a purchase order for miscellaneous waterworks materials, by and between the City of Roseville and Pace Supply Corporation, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is approved.

BE IT FURTHER RESOLVED that four (4) additional one (1) year renewals is hereby approved without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



311 Vernon Street
Roseville, CA 95678

BID SUMMARY

Date: February 12, 2024

To: All **Bidders** concerning **RFQ 10-3376 Miscellaneous Waterworks Materials**

From: Finance Department, Purchasing Division, Becky Philipp, Purchasing Supervisor

Subject: Bid Summary

The contract award will be based on the pricing provided on the bid “pricing worksheet” on a line item by line item basis. The bidder with lowest responsive and responsible bid for each item will be the primary source for the purchase of that item. The bid will be awarded to no more than two vendors with primary and alternate vendors for each product.

Bids were submitted from the following companies:

Ferguson Waterworks
Iconix Waterworks
Pace Supply

To inquire about the recommended award, please write to Finance Department, Purchasing Division, Becky Philipp, Purchasing Supervisor, at bphilipp@roseville.ca.us.



COUNCIL COMMUNICATION

CC #: 3223
File #: 0704-01

Title: Weber Park Renovation Project - Award of Contract
Contact: Kelly Appier 916-774-5927 ksappier@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Award a Construction Agreement for the Weber Park Renovation Project to Abide Builders, Inc. for \$2,213,000; and
- 2) Adopt a resolution authorizing the City Manager to execute the agreement on behalf of the City of Roseville; and
- 3) Authorize staff to approve change orders up to 15% of the contract amount.

BACKGROUND

Weber Park is a 1.9-acre park located between Circuit Drive and Main Street. During the FY2022-23 budget workshop, Council determined that renovations of Weber Park be a top priority. Over the years, Weber Park has become less family-oriented and a place where illicit activities routinely occur. Elevation of the park off of Main Street prevents law enforcement from monitoring the park. The goal of the park master plan is to increase overall safety and reactivate use of the park by the surrounding residents. To increase safety, the elevation of the park will be lowered to Main Street elevations and adds a parking spot within the park for police vehicles. To reactivate use, new amenities planned include: a looped walking path, three exercise stations, picnic areas, expanded playground area, a drinking fountain, new security lighting, a large turf area, and new plantings. The additive alternates will add a full sized court basketball court, replacement of the veterans planting area, and installing sod for the turf in lieu of seed. Due to the renovation of an older park, staff requests authorization to approve change order requests in an amount not to exceed fifteen percent (15%) of the contracted amount.

City Council approved the plans and specifications and authorized the call for bids at the January 17, 2024, meeting. Bids were opened on February 20, 2024, and staff received three bids for the project. The bid results are as follows:

Bidder	Total Grand Bid Price
Abide Builders, Inc.	\$2,213,000
Olympic Land-Construction, Inc.	\$2,230,710

TJR Resources, Inc. \$1,661,339 (bid withdrawn)

Engineers' Estimate \$1,506,700

At the time of bid opening, TJR Resources was the apparent low bidder. They formally withdrew their bid, resulting in Abide Builders, Inc. becoming the apparent low bidder. Staff, therefore, recommends award of the base bid plus add alternates 1, 2 and 3 and a winterization allowance for a total contract award amount of \$2,213,000 to Abide Builders, Inc.

FISCAL IMPACT

Funding was allocated and approved in the FY2022-23 and FY2023-24 budgets from the American Rescue Plan Act. Maintenance costs are currently provided through the General Fund and are anticipated to be unchanged.

ENVIRONMENTAL REVIEW

Council approval of bid documents for the Weber Park Renovation project is an action that is subject to CEQA. Project level CEQA compliance for the Weber Park Renovation project was accomplished with preparation of the Weber Park Renovation Project Initial Study/Mitigated Negative Declaration (Adopted: December 6, 2023) (SCH: 2023090256). Because the Weber Park Renovation project is consistent with the project evaluated in the Weber Park Renovation Project Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Weber Park Renovation Project Initial Study/Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B – Support community engagement and advocacy
Goal C – Maintain a safe and healthy community
Goal E – Deliver exceptional city services
Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kelly Appier, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-068

Agreement

Bid Summary

Vicinity Map

CEQA

RESOLUTION NO. 24-068

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

WHEREAS, an Agreement for the Weber Park Renovation project, by and between the
City of Roseville and Abide Builders, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
approve change orders for the project, consistent with the contract terms, provided that the net
cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, (“CITY”), and Abide Builders, Inc., a California Corporation, (“CONTRACTOR”); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 17th day of January, 20 24, approved plans and specifications for the Weber Park Renovation Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 20th day of February, 20 24; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

Weber Park Renovation Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Two million two hundred thirteen thousand and no/100 dollars (\$ 2,213,000.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 100 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Jill Geller
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

Philip Pizzo
Abide Builders, Inc.
825 Riverside Parkway, STE 120
West Sacramento, CA 95605

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Abide Builders, Inc, a
California Corporation

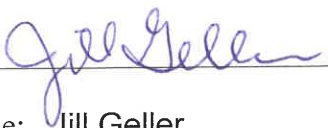
BY: _____
its: President
Philip Pizzo
and

BY: _____
its: Secretary
Philip Pizzo

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

ACKNOWLEDGMENT

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

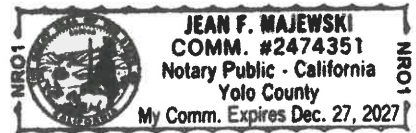
State of California
County of Yolo

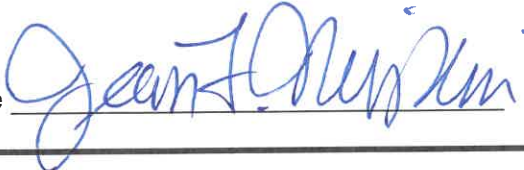
On March 8, 2024 before me, Jean F. Majewski, Notary Public
(insert name and title of the officer)

personally appeared Philip Pizzo,
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)

IFB # 13-140

DATE: February 20, 2024

TIME: 3:00 PM

BID BOND REQUIRED: Yes

BID SUMMARY SHEET

BID OPENING FOR:
Weber Park Renovation Project



Bidders Name City, State	Addendum	Bid Bond	Grand Total
Abide Builders West Sacramento, CA	✓	✓	\$ 2,213,000 -
Olympic Land Constructions Sacramento, CA	✓	✓	\$ 2,230,710 -
TJR Resources, Inc Rancho Cordova, CA	✓	✓	\$ 1,661,339 -

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)
Katerina Six		
Kelly Appier		
Clemen Avalos		
My Tien Doan		

Weber Park Vicinity Map

Main Street



Circuit Street



City Clerk
311 Vernon Street
Roseville, California 95678-2649

**NOTICE OF DETERMINATION
for a MITIGATED NEGATIVE DECLARATION**

TO: County Clerk
County of Placer
2954 Richardson Drive
Auburn, CA 95603

FROM: CITY OF ROSEVILLE
Carmen Avalos, CMC City Clerk
311 Vernon Street
Roseville, CA 95678

DATE: December 7, 2023

SUBJECT: NOD FILING, AS REQUIRED BY CEQA (Public Resources Code Section 21152)

PROJECT TITLE: Weber Park Renovation Project

PROJECT APPROVAL DATE: December 6, 2023

STATE CLEARINGHOUSE NUMBER: 2023090256

CONTACT PERSON: Jessica Lynch, Environmental Coordinator, City of Roseville, (916) 774-5352, jilynych@roseville.ca.us.

APPLICANT; OWNER; DEVELOPER: Tara Gee, Park Planning and Development Superintendent, City of Roseville Department of Parks, Recreation and Libraries, (916) 774-5253, tgee@roseville.ca.us.

PROJECT LOCATION:

SUMMARY PROJECT DESCRIPTION: The proposed project consists of the redesign and renovation of the existing 1.9-acre Weber Park located between Main Street and Circuit Drive within the City. The proposed project would include approximately 8 feet of excavation to grade the existing park to street level, removal of trees to improve park visibility, reconfiguration of the basketball court, expansion of the existing playground, addition of a new playground, removal of the bathroom, and the addition of a looped trail surrounding the multi-purpose turf field.

DETERMINATIONS FOR MITIGATED NEGATIVE DECLARATION

This notice is to advise interested parties that the City of Roseville (Lead Agency) has approved and made the following determinations regarding the above-described project:

- An *Initial Study/Mitigated Negative Declaration* was prepared and adopted by the City of Roseville pursuant to the provisions of CEQA.
- As approved, the project will not have significant effects on the environment.
- Mitigation measures were made a Condition of Approval of the project and a Mitigation Monitoring and Reporting Program was adopted for this project.
- Findings and a Statement of Overriding Considerations were not adopted for the proposed project since significant and unavoidable impacts were not identified.

The environmental documentation and record of project approval may be examined at the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, CA 95678; Monday–Friday, 8 a.m. to 5 p.m. (916-774-5263).

DATE

12-7-23


Carmen Avalos, CMC City Clerk



COUNCIL COMMUNICATION

CC #: 3219
File #: 0704-01

Title: John Byouk Park Project - Approve Plans and Specifications and Authorize Staff to Call for Bids
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the John Byouk Park Project and authorize staff to call for bids.

BACKGROUND

John Byouk Park (formerly JM-50) is an 8-acre park site located adjacent to Rex Fortune Elementary in the Sierra Vista area of Roseville off of Upland Drive. The master plan for this park was approved by the City Council on November 17, 2021. Amenities planned for the park include a restroom, playground, picnic area, softball field with backstop and dugouts, parking lot with infrastructure for electric vehicle charging stalls, walking paths, a multi-use turf area, planting and irrigation. Additive alternates have been identified for budget purposes, and include a shade structure at the picnic area, a swing set, and sod in lieu of seed for the turf areas. Bids are scheduled to be opened in April 2024. Staff plans to return to Council in June to seek approval to award the project.

The architect's estimate for construction for the base bid is \$2,159,050.

FISCAL IMPACT

Funding for construction of this park was included in the FY2021-22 capital improvement project (CIP) budget in the Neighborhood Park - Sierra Vista Fund, with additional funds for construction added in the FY2023-24 CIP budget. Maintenance costs will be approximately \$16,000/acre/year and will be funded by the Sierra Vista Community Facilities District No. 2 (Public Services). There will be no General Fund impact.

ENVIRONMENTAL REVIEW

Development of the John Byouk Park site (formerly JM-50 Neighborhood Park site) was

previously evaluated in the Sierra Vista Specific Plan (SVSP) EIR (certified May 5, 2015, and SCH No. 2008032115), and identified in the associated Sierra Vista Specific Plan. As proposed, construction of John Byouk Park is within the scope of the project covered by the SVSP Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the SVSP Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the SVSP EIR will be implemented during the design and construction of John Byouk Park. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Project Manual

Plans- Pt 1

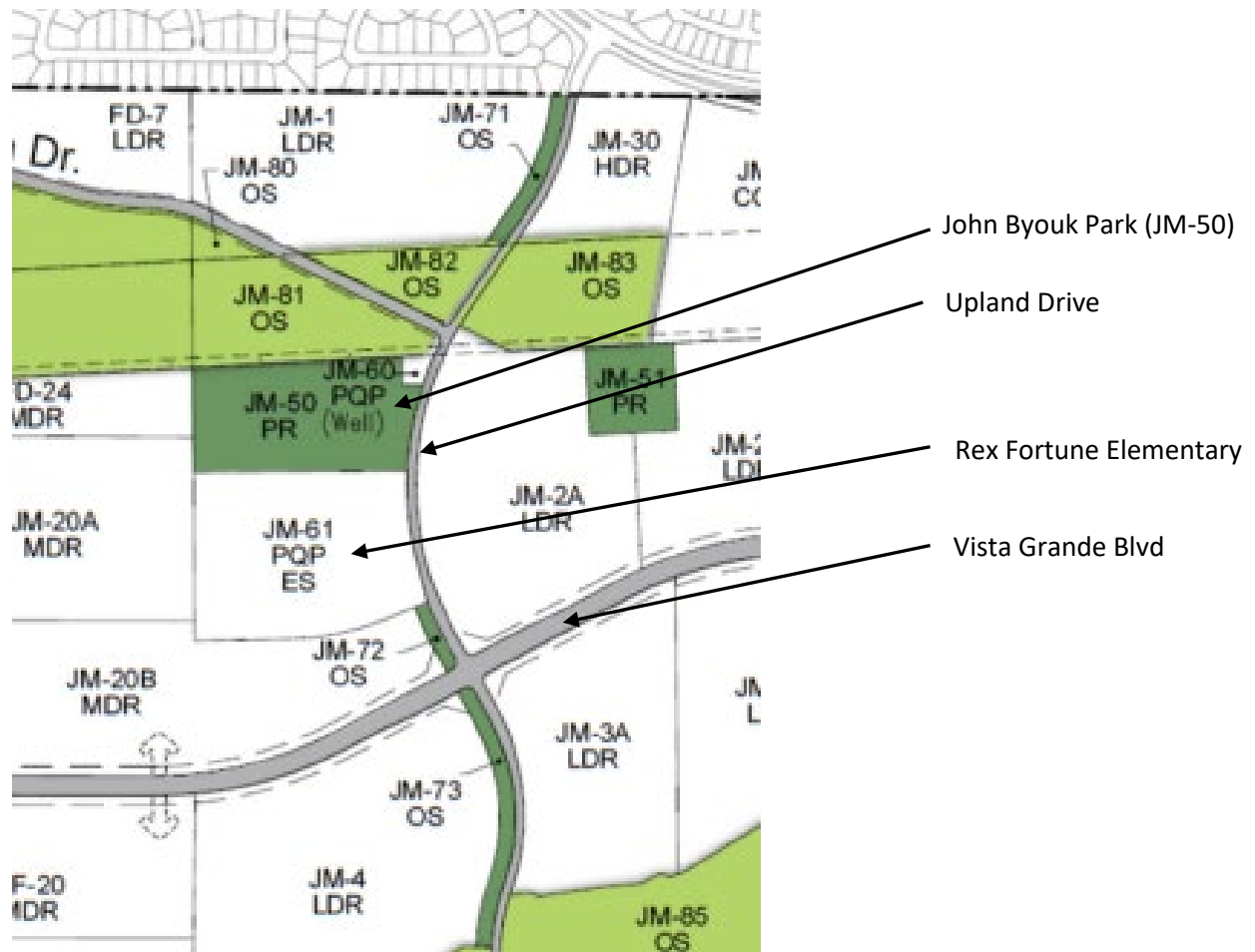
Plans- Pt 2

Plans- Pt 3

Plans- Pt 4

Plans- Pt 5

JM-50 School/Park Vicinity Map





Project Manual for the John Byouk Park Project

April 2024

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.

Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us



Notice to Bidders

DATE: April 4, 2024

TO: Prospective Bidders

FROM: Joel De Jong, Park Development Project Manager

RE: John Byouk Park Project

Project Description: The City of Roseville is now accepting bid proposals for the John Byouk Park Project from pre-qualified Prime Contractors. The scope of work for the base bid includes, but is not limited to, a City Standard Comfort Station, playground, picnic area, softball field with backstop and dugouts, parking lot with infrastructure for EV-charging stalls (EV chargers by others), walking paths, a multi-use turf area, planting and irrigation. Additive alternates include a shade structure at the picnic area, a swing set, and sod in lieu of seed for the turf areas.

Prime Contractors: At this time, this project is only available for bidding by Prime Contractors listed on the City of Roseville Parks, Recreation and Libraries 2024 Pre-Qualified Contractor List. Please see attached Pre-Qualified Prime Contractors memo for more information.

Subcontractors: The City reserves the right to conduct a post-bid qualifications review of any subcontractors if deemed necessary.

Contract Documents: A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained online from the City of Roseville's website at www.roseville.ca.us/business/procurement_services/bids_rfps. Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville / Public Purchase. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party.

Engineer's Estimate: The engineer's estimate for construction of the base bid items is \$2,159,050.

Questions: The deadline for submission of questions and clarifications regarding the Contract Documents is Monday, April 15, 2024 at 5:00 p.m. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Joel De Jong either via e-mail at jdejong@roseville.ca.us, or Public Purchase at <https://roseville.ca.us/rfp>.

Pre-Bid Conference: There is NO pre-bid conference for this project.

Bid Deadline: Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. on Tuesday, April 23, 2024. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

The July 2023 edition of the City of Roseville Parks Construction Standards will be applicable to this project. The successful bidder will be required to use the standards contained in the book for the construction of this project.



Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville CA 95678

Notice to the apparent low bidder for the John Byouk Park project

In order to move forward with the award of this project, the City of Roseville requests that you submit the following documents:

1. Agreement (two sets of originals, single-side print) with either:
 - wet signatures from two corporate officers, or
 - wet signature from one corporate office plus the corporate seal
2. Public Works Faithful Performance Bond – fully executed and notarized.
3. Public Works Labor and Materials Payment Bond – fully executed and notarized.
4. Insurance - fully executed and notarized.

The Agreement, bond forms and insurance requirements are contained in this Project Manual.

We request that all documents be received by May 1, 2024.

Please contact us if you are unable to meet this deadline.

Send completed forms to:

City of Roseville - Parks, Recreation & Libraries Department
Attn: Joel De Jong
316 Vernon Street, Suite 400
Roseville CA 95678

The Parks, Recreation & Libraries Department requires submittal of all of the above executed documents prior to City Council bid award.

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Instructions to Bidders	INT
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Supplemental Conditions	SC
Specifications	SPEC
Drawings	DRAW
Assembly Bill No. 626	AB 626

CITY OF ROSEVILLE

DEPARTMENT OF Parks, Recreation & Libraries

Name of Project: John Byouk Park Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until April 23, 2025 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on April 23, 2025 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

John Byouk Park Project

A pre-bid meeting will be held at N/A

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as

follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids

nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A,
or C-27 Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the

work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding 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>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vehicles with a GVWR greater than 8,500 lbs. and light – duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets

webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. In addition, certain off-road diesel vehicles may be subject to the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>.

All questions prior to the deadline for bid submissions shall be directed to the attention of Joel De Jong via e-mail at jdejong@roseville.ca.us. The deadline for submissions of questions and clarifications regarding the Contract Documents is 8 calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in the General Conditions Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the

provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified,

removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern.

The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor,

materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the General Conditions, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be

performed at the quantities included in the Schedule of Bid Prices. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a

pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2)

bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the General Conditions, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

PROPOSAL TO THE DEPARTMENT OF Parks, Recreation & Libraries

Project: John Byouk Park Project

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No. _____

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

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

The work to be done is described in the Bidding Documents entitled _____, City of Roseville, California.

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

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

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

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

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

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

with the Contract Documents.

Accompanying this Proposal is _____.

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

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

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

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,
Roseville, California, on _____, 20__ FOR

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

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

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SCHEDULE OF BID ITEMS

JOHN BYOUK PARK PROJECT

The bidder, in compliance with the published Notice to Contractors, having examined the Plans and Specifications, any and all addenda, any related documents, and all of the sites of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of material, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time period set forth therein, and at the prices stated. This is a lump sum bid project. These prices are to include all labor, materials, supplies, and all other expenditures incidental to complete compliance to the Contract Documents.

The work to be included in the Contract shall be determined by the City prior to award of Contract. **The amount of the bid for comparison and award purposes shall be the total amount set forth in the “Grand Total Bid Price”.** The City reserves the right to award none, all or selected add alternates as the budget permits.

BASE BID:

Base bid includes all work as shown on the plans, project manual, and addenda to construct the **John Byouk Park** project.

Numerical **Base Bid:** \$ _____

Written **Base Bid:** _____ dollars and _____

ADD ALTERNATES:

Add Alternate #1 – Picnic Shade Shelter

Numerical **Additive Alternative #1 Bid:** \$ _____

Written **Additive Alternative #1 Bid:** _____ dollars and _____

Add Alternate #2 – Swing Set

Numerical **Additive Alternative #2 Bid:** \$ _____

Written **Additive Alternative #2 Bid:** _____ dollars and _____

Add Alternate #3 – Sod in Lieu of Seed in Turf Area

Numerical **Additive Alternative #3 Bid:** \$ _____

Written **Additive Alternative #3 Bid:** _____ dollars and _____

WINTER CONSTRUCTION SUSPENSION ALLOWANCE:

\$25,000

Include Twenty five thousand dollar Winter Construction Suspension Allowance in Grand Total Bid Price.

GRAND TOTAL BID PRICE:

Lump sum Base Bid plus Add Alternates #1 through #3 and Winter Construction Suspension Allowance

Numerical **Grand Total Bid Price:** \$ _____

Written **Grand Total Bid Price:** _____ dollars and _____

The additions/deletions sheets (PROP – 13C through PROP – 13E) shall be completed in their entirety.

The additions/deletions sheets will not be considered for bid award but may be used for contract change orders.

Contractor Name (print or type): _____

Signature (by authorized representative): _____

Date: _____ License No.: _____ Class: _____

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

JOHN BYOUK PARK PROJECT

For Additions and Deletions Only

Contractor shall provide itemized costs as shown below for use during construction for additions or deletions only. Unit costs to be listed are based on the project plans, specifications, Parks Construction Standards and the Design & Construction Standards, unless otherwise noted. Items listed are not necessarily shown on the plans or identified in the Technical Specifications.

Item	Description	Unit	Unit Cost
1	EC-2 Preservation of Existing Vegetation	sf	
2	EC-3 Hydraulic Mulch	sf	
3	EC-4 Hydroseeding	sf	
4	EC-6 Straw Mulch	sf	
5	EC-7 Geotextiles and Mats	sf	
6	EC-8 Wood Mulching	sf	
7	EC-10 Velocity dissipation device	ea	
8	EC-11 Slope Drains	ea	
9	EC-14 Compost Blanket	sf	
10	EC-16 Non-Vegetative Stabilization	sf	
11	SE-1 Silt Fence	lf	
12	SE-5 Fiber Rolls	lf	
13	SE-6 Gravel Bag Berm	ea	
14	SE-7 Street Sweeping and Vacuuming	ea	
15	SE-8 Sandbag Barrier	lf	
16	SE-9 Straw Bale Barrier	lf	
17	SE-10 Storm Drain Inlet Protection	ea	
18	TC-1 Stabilized construction entrance/exit	ea	
19	TC-3 Entrance/outlet tire wash	ea	
20	Clearing and Grubbing	sf	
21	Site Security Fencing	lf	
22	Rough Grading (Earthwork)	cy	
23	Finish grading (earthwork)	sf	

Items 1 through 19 are to be consistent with requirements detailed in California Stormwater Quality Association Stormwater Best Management Practice Handbook, latest edition.

JOHN BYOUK PARK PROJECT

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
24	3/4" Schedule 80 PVC Pipe	lf	
25	12" Storm drain, PVC, SDR-35	lf	
26	10" Storm drain, PVC, SDR-35	lf	
27	8" Storm drain, PVC, SDR-35	lf	
28	6" Storm drain, PVC, SDR-35	lf	
29	4" Storm drain, PVC, SDR-35	lf	
30	4" Sanitary Sewer, VCP	lf	
31	6" Sanitary Sewer, VCP	lf	
32	3/4" Domestic Water Service, meter, backflow	ls	
33	1 1/2" Recycled Water Service, Meter	ea	
34	2" Recycled Water Filter (Amiad)	ls	
35	Sanitary Sewer Cleanout	ea	
36	Storm Drain Area Drain	ea	
37			
38	24"x24" Storm Drain Drop Inlet	ea	
39	Storm Drain Connection to Existing SD Stub	ea	
40	Electrical POC	ls	
41	Concrete Paving - ROW (per DS Standard)	sf	
42	Concrete Paving (per Parks detail PK-31)	sf	
43	Concrete Mow Curb (12")	lf	
44	Stabilized Decomposed Granite Paving	sf	
45	Drinking Fountain with Bottle Filler	ea	
46	Picnic Table	ea	
47	Picnic Table, Accessible	ea	
48	Park Bench with Back	ea	
49	Park Identification Sign	ea	
50	Custom Sandblasted Text in Concrete	ls	
51	16' Pole Light LED	ea	

JOHN BYOUK PARK PROJECT

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
52	Trash Receptacle	ea	
53	Play Area Curb (PK-36)	lf	
54	Play Equipment incl. Swings	ls	
55	Engineered Wood Fiber (12" depth)	cy	
56	Drain rock (3" depth)	cy	
57	Play Area Access Ramp	ea	
58	Playground Rules Sign	ea	
59	Sport Striping (Basketball, Half Court)	ea	
60	Basketball Post, Backstop, Hoop and Net	ea	
61	Irrigation Controller with Enclosure	ea	
62	Irrigation Mainline 4"	lf	
63	Irrigation Mainline 3"	lf	
64	Irrigation Control Wire (#12,#14 AWG-UF)	lf	
65	Irrigation Mainline Fittings	ea	
66	Irrigation Mainline Restraints	ea	
67	6" Sleeve (Sch 40)	lf	
68	Irrigation Lateral Lines PVC	lf	
69	Irrigation Remote Control Valve 2"	ea	
70	Irrigation Remote Control Valve 1.5"	ea	
71	Irrigation Remote Control Valve 1"	ea	
72	Irrigation Remote Control Valve 1"	ea	
73	Quick Coupling Valve 1"	ea	
74	R-VAN Rotary Assembly incl. Swing Joint	ea	
75	Tree Bubbler	ea	
76	Soil Amendments	sf	
77	Hydroseeded Turf	sf	
78	Sodded Turf	sf	
79	Install Trees (15 Gal.)	ea	
80	Install Trees (24" Box)	ea	

JOHN BYOUK PARK PROJECT

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
81	Install Shrubs (5 Gallon)	ea	
82	Install Shrubs/Grasses (1 Gallon)	ea	
83	Install Groundcover Roses (2 Gallon)	ea	
84	Bark Mulch (3")	cy	
85	Landscape Maintenance (per 30 Day)	ea	
86	Redwood Header Board	lf	

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes _____

No _____

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

PROP - 15

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, (“CITY”), and
_____, a _____,
 (“CONTRACTOR”); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20____, approved plans and specifications for the _____
_____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the ____ day of _____, 20____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____ in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars (\$ _____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ _____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

CONTRACTOR

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a _____, a
municipal corporation _____

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

INSURANCE BROKER INFORMATION PACKET

Project: _____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com
- b. By fax to (770) 335-5727

After using one of these methods, please **DO NOT** also send the insurance certificate(s) by mail.

- c. Or mail the documents to

City of Roseville
Insurance Compliance
P.O. Box 100085-R1
Duluth, GA 30096

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. **Insurance Required.**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and

limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

e. 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.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not**

X **Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or

pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies. X POLLUTION COVERAGE IS NOT REQUIRED ON THIS PROJECT

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any

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

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____
as contractor ("PRINCIPAL"), for the public work described as _____
_____ (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the
AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the
AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which
payment, well and truly to be made, we bind ourselves, our heirs, executors and
administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors,
heirs, executors, administrators, successors or assigns fails to pay any of the persons
named in Section 8004 or 9100 of the Civil Code of the State of California, or the
amounts due under the Unemployment Insurance Code of the State of California, or any
amounts required to be deducted, withheld and paid over to the Employment
Development Department from the wages of employees of the PRINCIPAL and its
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with
respect to work or labor performed by any such claimant, that the SURETY will pay for
the same, in an amount not exceeding the sum specified in this bond, and also, in case
suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the
Court.

This bond shall inure to the benefit of any and all persons, companies, and
corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section
9350 et seq. of the Civil Code of the State of California, so as to give a right of action to
them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

GC

**CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS**

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FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details

of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and

wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT**

DOCUMENTS. The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information (“RFI”) to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor’s labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor’s failure to provide the required written notice shall constitute a waiver of the Contractor’s right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24") by thirty-six inches (36").

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

“The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements.”

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03

EMERGENCY AND INDETERMINATE TYPE CHANGE

ORDERS. Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04

EXECUTED CHANGE ORDER.

A Contract Change Order signed by both the Director and the Contractor is an “executed Contract Change Order.” By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other “impact” claim or “ripple effect” claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05

CONTRACT PRICE ADJUSTMENT.

If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars (\$1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other “impact” claim or “ripple effect” claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor’s own forces, the maximum allowable mark-ups for the Subcontractors’ costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, “Changes in the Work,” of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than \$200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number.

The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. 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.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27

OCCUPANCY BY THE DEPARTMENT PRIOR TO

ACCEPTANCE. The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

5-1.43 **CALIFORNIA AIR RESOURCES BOARD REGULATIONS.** The Contractor shall comply with any applicable regulations of the California Air Resources Board ("CARB") set forth below.

A. **In-Use Off-Road Diesel-Fueled Fleets.** If the Contractor will use vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. for the project, it shall submit a valid

Certificate of Reported Compliance to the City as provided in § 2449(n).

B. Advanced Clean Fleets. Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City either a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6, or a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act” beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor’s receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule.** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)

- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF**

CITY. The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section. The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

"Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. 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.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

FOR CITY COUNCIL APPROVAL
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SUPPLEMENTAL CONDITIONS

Project: John Byouk Park Project

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
X	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
X	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Parks, Recreation & Libraries Department of the City of Roseville.

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SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 10 Days after receipt of the submittal by the Director.

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SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

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SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is NOT present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

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SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 0 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 10 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 100 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 90 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$ 800 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

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SPECIFICATIONS

Project: John Byouk Park Project

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SPEC

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A: Geotechnical Report (provided by the City/Project Owner)

52 pages

FOR CITY COUNCIL APPROVAL
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SECTION 00 31 46 PERMITS

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

1.02 Permits

- A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.
 1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity:

The City has prepared and submitted the SWPPP and Notice of Intent (NOI) to the State Water Resources Control Board. Prior to starting construction, Contractor shall obtain coverage under and comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). The City will prepare and submit the NOT when permanent BMP's have been installed.

2. City of Roseville Department of Development Services, Improvement Permit for all Work related to this project.
 3. City of Roseville Department of Development Services, Building Permit for all structural items associated with this project, including, but not limited to, lighting, backstops, restrooms, shade structures, drinking fountain (plumbing code), and miscellaneous electrical.
- B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.

- C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

FOR CITY COUNCIL APPROVAL
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SECTION 01 10 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 General

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Project Description

- A. Project Name and address:
John Byouk Park, 4651 Upland Dr. Roseville, CA 95747
- B. Upland Drive Project description/scope of work:
The scope of work for the base bid includes, but is not limited to, a City Standard Comfort Station, playground, picnic area, softball field with backstop and dugouts, parking lot with infrastructure for EV-charging stalls (EV chargers by others), walking paths, a multi-use turf area, planting and irrigation. Additive alternates include a shade structure at the picnic area, a swing set, and sod in lieu of seed for the turf areas.
- C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

1.03 Engineering

- A. Field Engineering, as a part of this contract, shall include:
 - 1. Layout of the work and establishment of lines and grades.
 - 2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
 - 3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.
 - 4. All work shall:
 - a) Establish indicated layout in relation to the property survey and existing reference points.

- b) Establish and preserve permanent reference points during the course of construction.
- c) Set locations and elevations of all site elements as required for proper completion of the work.

1.04 Permits, Fees and Notices

- A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

1.05 Construction Plans

- A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.
- B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - 1. Notice to Contractors
 - 2. Special Provisions
 - 3. City of Roseville Parks Construction Standards
 - 4. City of Roseville Design and Construction Standards
 - 5. DrawingsAddenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

1.06 Definitions

- A. The term "accepted" where used within, shall mean accepted in writing by the City of Roseville's Project Manager.
- B. The term "Inspector", where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
- C. The term "Project Manager", where noted, shall mean the project representative appointed by the Parks Department.
- D. The term "Consultant", where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
- E. The term "accepted equal", where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.
- F. The term "Project Owner", where used herein, shall mean the landowner or developer.
- G. The term "provide", where used herein, shall mean furnish and install complete.

- H. The term “as selected”, where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
- I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
- J. See Section 1 of the General Conditions for additional definitions and terms.

1.07 Standards

- A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
- B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
- C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
 - 1. ANSI: American National Standards Institute.
 - 2. ASTM: American Society for Testing and Materials.

1.08 Submittals

- A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks
- B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
 - 1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
 - 2. Item description;
 - 3. Indication whether this item is “as specified” or “proposed substitution” and
 - 4. A space for itemized response summary, e.g. “reviewed” or “resubmit”.
- C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor’s responsibility to ensure that the summary sheet is included in the submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.
- D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of

compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.

- E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

1.09 Tests

- A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.
- B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

1.10 Temporary Facilities

- A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.
- B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.
- C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

1.11 Utilities

- A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

1.12 Dust/Noise Control Requirements

- A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.07 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.

- B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

1.13 Tree Replacement Schedule

- A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24" Box Stock	Two Inches
1 36" Box Stock	Three Inches

1.14 Inspection of Construction

- A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.
- B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.
- C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed "hard card" shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

1.15 Adverse Impacts to Site Conditions Due to Construction

- A. Impacts that affect the site conditions to the detriment of the park or streetscape
- Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:
1. Soil compaction in non-structural areas;
 2. Diesel or gas fuel leaks/spillage;
 3. Buried concrete or other construction debris;
 4. Hazardous material contamination;

5. Lime treatment in planting areas;
6. and more.

1.16 Pre-final (Punch List) Review

- A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
 1. All construction items
 2. Installation of all site furnishings, including lights and signs
 3. Seeding or sodding of all turf areas
 4. All planting, including weeding of planted areas
 5. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.
- B. Within five working days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.
 1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.
- C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.
- D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

1.17 Establishment Period

- A. The duration of the establishment period shall be:
 - 1. For seeded turf in parks: Ninety (90) calendar days, minimum, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
 - 2. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28th, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
 - 3. For streetscapes: Thirty (30) calendar days, minimum, and until final acceptance of all related street improvements subject to approval of a Notice of Completion by the City Council.
- B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:
 - 1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
 - 2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
 - 3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
 - 4. All plant and turf maintenance as described in Section 32 90 00 3.11
- C. Prior to the start of the final thirty (30) days of establishment:
 - 1. All punch list items shall be completed.
 - 2. All certifications and testing shall be completed.
 - 3. All plantings and turf shall be thriving and in a healthy condition.
 - 4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

1.18 Final Review

- A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.
- B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.

- C. Acceptance of the project shall be considered “field accepted” and a recommendation will be forwarded to the City Council for “final acceptance” per Section 7 - 1.01 of the General Conditions.
- D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
- E. Turn over for City maintenance shall occur only after:
 - 1. The specified duration of the establishment period has been successfully completed.
 - 2. If required, the deed transferring property ownership, has been recorded at the County.
 - 3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
- F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warranties and Guarantees.

1.19 Record Documents

- A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work.**
- B. Record documents shall be submitted:
 - 1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
 - 2. one set of 11 x 17 reductions of the complete as-built package; and
 - 3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
 - 4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
 - 5. For City of Roseville CIP projects, SWPPP binder.

1.20 Warranties and Guarantees

- A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.
 - 1. Warranties for equipment shall be submitted in the manufacturer’s standard form and shall be countersigned by the subcontractor or supplier and the Contractor.

2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR _____ YEARS

"We hereby warrant that the product which we have installed at project name has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: _____
Subcontractor or Supplier _____ Date

Countersigned: _____
Contractor _____ Date

- B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 01 57 23 STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 General

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 References

- A. State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
- B. CASQA California Stormwater BMP Handbook – Construction, November 2009

1.03 Definitions

- A. NOI: Notice of Intent
- B. NOT: Notice of Termination
- C. QSP: Qualified SWPPP Practitioner
- D. QSD: Qualified SWPPP Developer
- E. SWPPP: Storm Water Pollution Prevention Plan
- F. SWRCB: State Water Resources Control Board
- G. NPDES: National Pollutant Discharge Elimination System General
- H. WDID: Waste Discharger Identification number
- I. BMP: Best Management Practices

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 SWPPP

- A. Comply with State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No.

CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

- B. A SWPPP has been developed for this project. The SWPPP is a dynamic document and will change as conditions (weather or construction phases) warrant.
- C. Implementation of the SWPPP is the responsibility of the Contractor and a part of this project. Costs associated with implementation and maintenance of the BMPs per the SWPPP shall be included in the lump sum base bid.
- D. Major changes to the SWPPP shall be reviewed by the City's QSD prior to implementation. Cost associated with the major changes will be paid for using the unit cost listed in the Additions or Deletions Sheet of the Proposal
- E. The City's QSP will perform weekly inspections of the jobsite. Implementation of and minor changes to the SWPPP as directed by the City's QSP shall be incidental to the Work. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- F. All BMPs installed will be inspected by the City's QSD/QSP for compliance with the SWPPP and BMP Fact Sheets. BMPs that are not in compliance shall be brought into compliance by the Contractor at no cost to the City.
- G. Keep one copy of the SWPPP and amendments at the project site.
- H. The SWPPP shall be readily available throughout the course of construction and until the NOT has been accepted by SWRCB. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or City' storm water staff.
- I. At the end of the establishment period, the Contractor shall submit the project site copy of the SWPPP including copies of all inspections, Rain Event Action Plans (REAPs), reports, and sampling and analysis results to the City's Project Manager.

3.02 Schedule

- A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

3.03 Penalties and fines

- A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the SWPPP.

- B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

3.04 BMP's

- A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and project SWPPP, and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City's QSD.

3.05 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

Delete this article if winter suspension is not required

3.06 Winter Construction Suspension

- A. Contractor shall include a winter construction suspension as part of the construction schedule. The counting of working days will be suspended during the winter suspension period. It is at the City's sole and complete discretion to determine the start and end dates of the winter construction suspension. The City will notify the Contractor 10 working days before the start of the winter construction suspension. The City will notify the Contractor 10 working days before the end of the winter construction suspension. The Contractor shall begin work within 15 calendar days after receiving the notice of the end of the winter construction suspension.
- B. Contractor shall include an allowance of (\$15,000) for the winter construction suspension. Costs associated with preparing the site for the winter construction suspension and costs associated with corrective actions required during the winter construction suspension will be paid for using the allowance on a Time & Materials Basis according to the allowable mark-ups in the project's General Conditions, or per an approved lump sum or unit price quote. Costs to implement and maintain the BMPs per the Erosion and Sediment Control Plan are excluded from the winter suspension allowance and shall be included in the lump sum base bid.
- C. Prior to the winter construction suspension, stabilize all exposed soils at the direction of the City's QSD/QSP. In addition, all adjacent drainage inlets shall be protected and perimeter control shall be installed and in good repair.

- D. Traffic on the construction site shall be kept to minimum. All traffic entering or exiting the site must use the stabilized construction entrance.
- E. Where there are areas of concentrated runoff flows, Contractor shall protect the soil from erosion.
- F. Per the Construction General Permit Requirements, inspections by the City's QSD/QSP will continue into and through the winter suspension period. Inspections will occur before, during, and after each qualifying storm event (0.5" or more precipitation) and at least once per week. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- G. Should rain be forecast at 50% or better by NOAA, the City's QSD/QSP will prepare a Rain Event Action Plan (REAP) and email such document to the Contractor. Contractor shall complete all corrective actions within the REAP prior to the start of precipitation.
- H. The City's QSD/QSP will be sampling all discharge to ensure compliance with runoff standards for pH and turbidity. If the water sampling indicates compliance issues, Contractor shall make repairs or adjustments to BMPs immediately, and respond to any such requests within 24 hours.

END OF SECTION

SECTION 03 30 00 SITE CONCRETE

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.
- B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

1.04 Quality Assurance

- A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6" x 6") sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
- B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
- C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

1.05 Handling and Storage

- A. Comply with ATSM C-94, "Specifications for Ready Mix Concrete" for the batch, mix and transport of concrete.
- B. Mix and deliver only the amount that will be poured immediately.

1.06 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Concrete

- A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 "Minor Concrete" of the Caltrans Standard Specifications. Cementitious material shall be "Type II Modified" and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

2.02 Fiberglass Reinforcement

- A. Fibers for concrete shall be Fibermesh 150, as manufactured by Propex Operating Company; or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.

2.03 Expansion Joint Material

- A. Fiber expansion joint shall conform to ASTM-1751 and shall be a non-extruding resilient filler. Filler shall have preserve attributes and high quality bituminous materials.
- B. Apply Sikaflex elastomeric sealant, or accepted equal, over all expansion joints.

2.04 Concrete Forms

- A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
- B. Radius bends shall be formed by spring steel forms or laminated boards, as required.
- C. Plywood shall be 5/8", Class I, exterior grade as outlined in APA "Guide to Plywood Grades". Omit mill oiling treatment.

PART 3 - EXECUTION

3.01 Poured-In-Place Concrete Forms

- A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.
- B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
- C. Forms shall not leak, spread, shift or settle when concrete is placed.
- D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
- E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
- F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
- G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

3.02 Fiberglass Reinforcement

- A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

3.03 Expansion Joints

- A. Expansion joints shall be placed where vertical elements meet horizontal paving unless otherwise noted on the Plans. This shall include vertical expansion joints on play area curb walls, buildings, shade structures, walls and/or planters. The corners of the paving shall be tooled at the expansion joints. Trim exposed fibers which protrude above or beyond the finish surface of paving or the finish surface of the wall.

3.04 Control Joints for Concrete Sidewalks

- A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For

example a ten-foot wide walkway shall have control joint placed ten feet on center.

3.05 Placement of Concrete

- A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
- B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
- C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.
- D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
- E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
- F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
- G. Concrete elements shall not exceed the following tolerances:
 - 1. Linear: 1/8"
 - 2. Slab deviation: 1/8" in 10"

3.06 Finishes

- A. Finishes shall be as shown on the Plans and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.
- B. Upon completion of float finishing, provide the final finish as follows:
 - 1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.

2. Seeded Aggregate Finish: shall be accomplished by evenly distributing selected aggregate over the floated surface. Surface voids shall be minimum. Thoroughly embed aggregates just beneath the finished surface using a hand float. When the concrete has firmly set, brush and hose the surface with water to expose the aggregate to a uniform surface. Aggregate shall not be exposed more than 1/16", shall not be dislodged and shall not be unevenly exposed. Use of a pressurized nozzle for this work shall be prohibited.
3. Acid Washed Finish: shall be accomplished after the slab has cured and no sooner than two (2) weeks after the concrete had been placed. Remove the cement film from the surface of the aggregate by an acid wash. Delaying the acid wash additional time is permissible. The slab shall be saturated with water, brushed free of standing water and washed with 5% to 10% solution muriatic acid. Several flushings with clear water should follow until the surface matches the accepted sample panel.

3.07 Removal of Forms

- A. Forms shall remain in place as follows:
 1. For mass concrete work: 5 days.
 2. For other flatwork and other concrete work: 3 days.
- B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1") below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

3.08 Curing and Protection

- A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.
- B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

3.09 Clean-Up

- A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.
- B. Remove from site furnishing posts all concrete "slobber". Re-touch posts as necessary for a clean finish.

END OF SECTION

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SECTION 05 12 00

STRUCTURAL AND MISCELLANEOUS STEEL (GENERAL)

PART 1 - GENERAL

1.01 Conditions

- A. The general provisions of the Contract, including General and Special Provisions apply to the work specified in this Section.

1.02 Scope of Work

- A. Furnish all labor, materials, and equipment as required to fabricate and install all structural and miscellaneous steel work as indicated on Drawings and specified herein.
- B. Although such work or materials are not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a secure and complete installation.
- C. Provide shop drawings for all work.
- D. Completely coordinate with work of all other trades.

1.03 References (Latest Edition)

- A. AISC: Standard Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings by the American Institute of Steel Construction (AISC).
- B. AISC – Code of Standard Practice – Manual of Steel Construction – Allowable Stress Design (ASD).
- C. AISC – Code of Standard Practice of Steel Buildings and Bridges.
- D. ASTM A36 – Structural Steel.
- E. ASTM A-53: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- F. ASTM A-120: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- G. ASTM A307 – Carbon Steel Externally Threaded Standard Fasteners.
- H. ASTM A500 – Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- I. ASTM A501 – Hot Formed Welded and Seamless Carbon Steel Structural Tubing.
- J. AWS A2.4 – Symbols of Welding, Brazing, and Nondestructive Examination.
- K. AWS D1.1 – Structural Welding Code.
- L. SSPC (Steel Structures Painting Council) – Painting Manual.

M. California Building Code (CBC), latest edition.

1.04 Regulatory Requirements

- A. Safety Requirements: Work shall comply with all Federal, State and municipal regulations regarding safety, including the requirements of the following:
 - 1. William-Steiger Occupational Safety & Health Act of 1970
 - 2. State of California, California Administrative Code, Title 8 Industrial Relations, Chapter 4, Subchapter 4, "Construction Safety Orders" and other State and local agencies having jurisdiction.
- B. California Building Code (CBC), latest edition.

1.05 Submittals

- A. Shop Drawings: General
 - 1. Before any structural steel is fabricated or delivered to jobsite, submit Shop Drawings in accordance with the General Conditions of these specifications.
 - 2. Shop Drawings shall clearly show all pieces with all pertinent dimensions, data, layout, sizes and weights, connections, and all controlled dimensions and elevations. Drawings shall clearly distinguish between shop and field bolts and welds. Errors in dimensions shown on shop drawings shall be responsibility of Contractor.
 - 3. Show details, including cuts, copes, connections, holes, threaded fasteners, and welds in accordance with AWS.
 - 4. Indicate which structural units, members or brackets require field cuts or welds due to construction techniques.
 - 5. Indicated metal fabricator's method for radius form bents of pipe or tubing.
 - 6. All shop and field welds shall be indicated by AWS Welding Symbols.
 - a) Indicate size, length and type of each weld.
 - b) Special Inspection required by CBC and Building Department.
- B. Welding:
 - 1. Certification of Welder's Qualifications.
 - 2. Welding Procedure: Submit descriptive data to illustrate welding procedures to be performed.

1.06 Quality Assurance

- A. Fabricated structural steel members in accordance with AISC Code of Standard Practice.
- B. Perform Work in accordance with AISC Section 10.
- C. Perform Work in accordance California Building Code (CBC), latest edition.
- D. All welding procedures, welders, welding operation, and tackers shall be qualified in accordance with AWS Standard Code D1.1.
- E. Maintain one copy of each document on site.

- F. Fabricator: Company specializing in performing the work of this section.
- G. Erector: Company specializing in performing the work of this section.
- H. All construction shall conform to applicable building codes, project specifications and applicable regulations. Where the provisions of applicable codes, material manufacturer's requirements, and project specifications conflict, the more stringent provision shall govern.
- I. Certification: Furnish, before fabrication, a mill certified report (in duplicate) of the tests for each heat of steel or iron from which the material is to be fabricated, containing the results of chemical and physical tests required by the ASTM specifications for the materials.
- J. Qualify welding processes and welding operators in accordance with AWS "Standard Qualifications Procedure". Provide certification that welders to be employed in work have satisfactorily passed AWS qualification test within the previous twelve (12) months. If recertification of welders is required, retesting will be Contractor's responsibility.
- K. Work shall comply with the Drawings, Specifications and accepted Shop Drawings in every aspect. All errors of fabrication and connections, defective materials, fasteners, and workmanship shall be replaced at the expense of the Contractor.

1.07 Delivery, Storage and Handling

- A. Deliver anchor bolts and anchorage devices which are to be embedded in cast-in-place concrete or masonry in ample time so as not to delay that Work.
- B. Store materials to permit easy access for inspection and identifications. Keep steel members off the ground using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration. Remove any damaged items from the site and replace at no cost to the Owner.
- C. Use all means necessary to protect structural steel before, during and after installation.

1.08 Coordination

- A. Coordinate and furnish all required anchorages, templates, and patterns, setting drawings, and installation directions for all built-in items. Supervise the proper location and the installation of all built-in items. Deliver all items required to be embedded in concrete, masonry or built into other material to their respective Contractor. Provide holes and connections for Work of others Contractors.

1.09 Field Measurements

- A. Take field measurements prior to preparation of Shop Drawings and metal fabrication. Proper fit and attachments of all items is required; allow for trimming and fitting when taking field measurements before metal fabrication.

1.10 Shop Assembly

- A. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

PART 2 - PRODUCTS

2.01 General

- A. Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended.
- B. Metal surfaces used for fabrications of miscellaneous metal items which will be exposed to view shall be smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- C. All other materials not specifically described, but required for a complete and proper installation, shall be new, free from rust, best quality of their respective kind, and subject to the approval of the Project Inspector.

2.02 Steel Plates, Shapes and Bars

- A. All miscellaneous steel shall be standard cold-rolled sections, new, free from rust, and conforming to ASTM A-36.

2.03 Steel Pipe

- A. All steel pipe shall be black steel pipe, except where indicated to be galvanized, complying with provisions of:
 - 1. ASTM A-120, Schedule 40 for pipe less than four (4) inch diameter.
 - 2. ASTM A-53 ERW for pipe greater than four (4) inch diameter.

2.04 Steel Tubing

- A. All steel tubing shall be cold-formed steel tubing conforming to ASTM A-500, Grade B.

2.05 Fasteners

- A. General: Provide electro-zinc plated fasteners for exterior use or where built into exterior walls or slabs. Select fasteners for the type, grade and class specified.
- B. Bolts and Nuts: Regular hexagon-head carbon steel type conforming to ASTM A-307, Grade A with electro-zinc plating.

- C. Flat Washers: U.S.S. standard round carbon steel type conforming to FS FF-W-92 with electro-zinc plating.
- D. Lock Washers: Helical spring carbon steel type conforming to FS FF-W-84 with electro-zinc plating.
- E. Anchor Bolts: Nonheaded "J" bolt type, unless otherwise indicated on Drawings, conforming to ASTM A-307, Grade A with electro-zinc plating.

2.06 Shop Paint

- A. Primer shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for steel surfaces and Federal Specifications TT-P-64b for galvanized surfaces.

2.07 Grout

- A. Pre-mixed, factory packaged, non-shrinking, non-metallic, non-staining, non-corrosive and non-gaseous group complying with CE CRD-C588. Provide grout specifically manufactured for exterior applications.

PART 3 - EXECUTION

3.01 General

- A. Comply with AISC Code and Specifications and maintain Work in safe and stable conditions during erection. Provide temporary bracing and shoring as required; remove when final connections are in-place.
- B. Execute all Work using skilled metal workers only. Do all welding as per AWS Specifications with certified welders.
- C. When possible, fit and shop assemble all metal Work, ready for installation, with shop and field connections welded or attached with fasteners as indicated on Drawings.
- D. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where fabrication and installation of the work of this section may properly commence.
- E. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.
- F. It is the intent of the Drawings to indicate detail connections. Where connection detail is not shown, detail shall be patterned after a connection similar condition, or an AISC standard type.

3.02 Fabrication

- A. General
 - 1. Use materials of size and thickness indicated on Drawings or on accepted Shop Drawings to produce strength and durability in finished product for use

intended. Work to dimensions are indicated on drawings or on accepted Shop Drawings, using proven details of fabrication and support.

2. All fabrication shall be in accordance with AISC Specifications for fabrication of structural steel, California Building Codes, and requirements of regulatory agencies.
 3. Do not field cut or alter structural metal units, members or brackets without accepted Shop Drawings.
 4. Fabricate and pre-assemble work in shop to greatest extent possible.
 5. Fabricate exposed work true to line, shape and level with accurate angles and radiuses. Ease exposed metal edges to a radius of approximately 1/32 inch.
 6. Make cuts, bends, punching and drilling accurate, neat and properly located. Grind and file smooth all parts exposed to view; leave exposed surfaces free of fabrication marks. Mark and match-mark units requiring field assembly.
 7. All welds shall be continuous, unless otherwise indicated, complying with AWS Specifications. Form exposed connections with tight, flush and smooth hairline joints. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.
 8. Cut, reinforce, drill and tap fabricated metal work as indicated on Drawings to receive finish hardware, fasteners and similar items.
- B. Bolted Connections:
1. Punch or drill holes 1/16 inch larger than bolt size and spear-ream before inserting bolts.
 2. Ream unfair holes, but only up to next larger bolt size. Where unfairness exceeds maximum, weld hole in base material solid and drill hole of proper size.
 3. As erection progresses, bolt up work to take care of dead load, lateral forces, and erection stresses. Provide any additional bracing necessary to resist all possible forces during erection. Contractor is entirely responsible for the stability of the structural steel work until the job is complete.
- C. Assembly with Standard Threaded Fasteners:
1. Beveled Washers: Provide under bolt heads or nuts resting on surfaces exceeding 5 percent slope with respect to head or nut.
 2. Draw up tight, check threads with chisel, or provide approved lock washers or self-tightening nuts.
- D. Welded Connections:
1. Perform welding using shielded metal arc, submerged arc, gas metal arc, or flux cored arc methods in accordance with appropriate sections of AWS D1.1 and CBC Chapter 27.

2. In addition to specific requirements of Drawings, details of welded joints shall comply with all requirements for joints which are accepted without qualification tests under the AWS Code. If sizes of fillet welds are not shown on Drawings, use AWS minimum weld size, but not less than thinnest part thickness minus 1/16 inch.
3. Plan welding operations to eliminate stress build-up.
4. Field Welding:
 - a) Perform field welding in accordance AWS D1.1.
 - b) Where field welding is applied to existing flexural members involving application of significant amounts of heat to member, provide temporary shoring to prevent deflections.
 - c) Provide Special Inspection per the CBC, latest edition.
- E. Column Bases:
 1. Finish in accordance with AISC. Lack of contact bearing with column shall not exceed 1/16 inch.
- F. Bearing Plates:
 1. Finish in accordance with AISC. Provide for attachment as shown on Drawings.
 2. Cut, drill (tap where indicated or required), or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

3.03 Shop Painting

- A. Shop paint all metal Work, except members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, stainless steel, and galvanized surfaces, unless otherwise indicated.
- B. Clean all metal work to be primed and painted in accordance with Section 09 91 00 – Painting and Finishes.
- C. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instruction at a rate to provide uniform dry film thickness of 20 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges and exposed surfaces.
- D. Apply one (1) shop coat to fabricated metal items, except apply two () coats of primer to surfaces inaccessible after assembly or installation.
- E. Give any painted built-in portions one (1) field coat of primer on all abraded areas after installation.

3.04 Galvanizing

- A. All metal fabrications intended for exterior use or for use in high moisture areas are to be hot-dip galvanized, unless otherwise noted.

- B. Hot dip galvanizing or zinc coatings, applied on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM Specification A123-73.
- C. Hot dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM Specifications A386.
- D. The weight of coatings shall be as designated in Table 1 for the class and thickness of material to be coated. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint.
- E. Except for bolts and nuts, all galvanizing shall be done after fabrication.

3.05 Installation

A. General:

1. Compliance: Erect and install all miscellaneous metal in strict accordance with the Drawings, the reviewed shop drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200. Accurately assemble structural steel to lines and elevations indicated, within specified AISC tolerances.
2. Splice metal work only where indicated and approved on shop Drawings.
3. Install anchorage devices and fasteners where required for securing miscellaneous metal fabrications to in-place construction; including anchorage devices and fasteners that require to be cast into concrete or masonry. Provide temporary bracing or anchors in formwork for items cast into concrete or similar construction.
4. Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set Work accurately in location, alignment and elevation. Install items plumb, level, true and free of rack; measured from established lines and levels.
5. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded due to shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.
6. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
7. All field welds shall conform to AWS Specifications. Grind all exposed welds smooth and flush to match and blend with adjoining surfaces.
8. Clean and touch-up all field welds and scratches with shop paint as specified.

3.06 Finishes

- #### **A. Finish all fabricated metal Work as per Section 09 91 00: Painting and Finishes**

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 09 91 00 PAINTING AND FINISHES (GENERAL)

PART 1 - GENERAL

1.01 Conditions

- A. The general provisions of the Contract, including General Conditions and Special Provisions apply to the work specified in this Section.

1.02 Description

- A. Work includes, but is not limited to the following:
 - 1. Provide all materials, tools, equipment, appliances, labor and supervision required to paint and finish all surfaces and/or components as specified herein and as indicated on the Drawings, including all miscellaneous items and labor required to complete the Work of this Section.
 - 2. Surface preparation, priming and painting of all metal surfaces as indicated on Drawings or as follows:
 - a) Miscellaneous surfaces.
 - 3. All surfaces that are left unfinished by the requirements of other sections shall be painted or finished as part of this contract.
- B. Related Work described elsewhere.
 - 1. Section 05 12 00: Structural and Miscellaneous Steel
- C. Definition: The term "paint", as used herein, shall mean all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.

1.03 Work Not Included

- A. Pre-Finished Items: Unless otherwise specified or indicated on the Drawings, do not include the painting of items that are specified to receive manufacturer's factory finish, i.e. such items as site furnishings, irrigation equipment, electrical equipment, etc. See applicable Sections.
- B. Finished Metal Surfaces: Unless otherwise specified, all metal surfaces or anodized aluminum, stainless steel, chromium plate, copper, bronze or similar finished materials do not require painting.

1.04 Submittals

- A. Provide in accordance with the General Conditions prior to ordering material, a complete, detailed list of materials proposed for use on work. Include affidavit from manufacturer stating that proposed materials are the best of their

respective kinds and suitable for intended purpose. Submit in ample time to avoid delays in work if the list, or portions thereof, are rejected.

- B. Painter shall prepare and submit color samples to match color chips in 12- inch square size and must receive approval from Project Inspector before applying final paint coats to finish surfaces. Approved samples shall be retained at the Project Inspector's office for record.

1.05 Paint Coordination

- A. Provide prime coats which are compatible with finish paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of total painting system for various surfaces. Upon request from other trades, furnish information and specifications for finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Project Inspector in writing of any anticipated problems using specified painting systems with surfaces primed by others.

1.06 Job Conditions

- A. Applicator shall examine areas, surfaces and conditions under which painting Work is to be applied and notify the Project Inspector in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in a manner acceptable to Project Inspector and Applicator, or Applicator shall assume responsibility for and rectify any unsatisfactory finish resulting.
- B. Starting of painting Work shall be construed as Applicator's acceptance of surfaces and conditions.

1.07 Weather Conditions

- A. Apply water base paints only when temperature of surfaces to be painted and surrounding air temperature are between fifty (50) degrees F (10 degrees C) and ninety (90) degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between forty-five (45) degrees F (7 degrees C) and ninety-five (95) degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- C. Do not apply paint in rain, fog or mist; or when relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces.

1.08 Delivery and Storage

- A. Deliver materials to job site in original, new and unopened packages or containers bearing manufacturer's name and label, and the following information:
 - 1. Manufacturer's Name
 - 2. Manufacturer's stock number and date of manufacture
 - 3. Special color mix: name and number
 - 4. Contents by volume for major pigment and vehicle constituents
 - 5. Thinning instructions
 - 6. Application instructions
- B. Store materials and equipment as approved by applicable codes and enforce good housekeeping practices. Any soiled or used rags waste, etc., shall be removed from the site every night and every precaution shall be taken to avoid the danger of fire. No paint materials shall be washed or emptied on the site or into any sewer drains, storm drains or street gutters.

1.09 Protections

- A. Protection Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Provide suitable covering or other methods of protection during progress of this Work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Project Inspector.
- B. Provide "Wet Paint" signs as required to protect newly painted surfaces. Remove all protective materials upon completion of the Work and touch-up and restore all damaged or defaced surfaces, including the removal of paint spots from other surfaces.

1.10 Guarantee

- A. Adhesion: All materials applied shall be guaranteed for a period of two (2) years against failure due to surface conditions, materials, or application. There shall be no evidence of fingerprints blisters, running, peeling, scaling, chalking, streaks or stains.

PART 2 - PRODUCTS**2.01 Color Schedule**

- A. Project Inspector shall furnish to the Contractor a color schedule of paints to be used based on one of the approved manufacturer's color charts or requirements for specially mixed colors. Use of one of the other approved manufacturer's requires the Contractor to match the color schedule provided by the Project Inspector.

- B. Manufacturers names used to designate colors of color schedule is not intended to imply that products names are required to the exclusion of equivalent products of other manufacturers.
- C. All colors and manufacturers shall be approved and authorized by the Project Inspector before commencing work.

2.02 Materials Quality

- A. Provide best quality grade of various types of paints as regularly manufactured by acceptable paint materials manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Acceptable paint manufacturers include:
 - 1. Kelley-Moore
 - 2. Benjamin Moore Company
 - 3. The Glidden Company
 - 4. Pratt and Lambert, Inc.
 - 5. Dunn and Edwards
 - 6. Sherwin-Williams
 - 7. W.P. Fuller Company
 - 8. Tiger Drylac
- B. Provide primer and undercoat paint produced by the same manufacturer as finish paint. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Epoxy paints and wood stains for use in standard comfort stations shall be as specified on plans.

2.03 Metal Primer

- A. Primer for metal surfaces shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for metal surfaces and Federal Specification TT-P-64b for galvanized surfaces.

PART 3 - EXECUTION

3.01 Surface Preparation

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, and as herein specified, for each particular surface condition.
- B. Paint no items fitted with finish hardware or other similar items until hardware has been removed or provided with surface-applied protection prior to surface preparation and painting operations. Install hardware or remove surface-applied protection after paint has dried.

- C. Metal Surfaces: Clean all metal surfaces, which are not galvanized or shop-painted, of scale, dirt, rust and other deleterious materials before priming. Clean metal in accordance with Steel Structures Painting Council (SSPC) Specifications.
 - 1. SP-2: Hand Tool Cleaning
 - 2. SP-3: Power Tool Cleaning
 - 3. SP-7: Brush-off Blasting CleaningRemove oil, grease, and similar contaminants in accordance with:
 - 1. SP-1: Solvent Cleaning
- D. Galvanized Surface: Clean all galvanized surfaces of oil and other surface contaminants with a crystalline zinc phosphate pretreatment (phosphoric acid etch). Remove pretreatment solution by thoroughly washing with clean water and wipe dry.

3.02 Materials Preparation

- A. Mix and prepare painting materials in accordance with manufacturer's specifications.
- B. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into materials. Remove film and if necessary, strain materials before using.

3.03 Application of Primer Coat

- A. Apply primer coat to all surfaces which are required to be painted or finished, and which have not been prime coated or shop-painted by others. For metal surfaces, touch up shop-painted coats as required.
- B. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instructions at a rate to provide uniform dry film thickness of two (2.0) mils for each coat. Use painting methods which shall result in full coverage of joints, corners, edges and exposed surfaces.
- C. All primer coats shall be free from runs, sags, and other defects. All coats shall be thoroughly dry before applying succeeding coats.
- D. Apply one (1) coat of metal primer for metal surfaces, as specified and/or as recommended by manufacturer's instructions.

3.04 Application of Paint

- A. Apply paint in accordance with manufacturer's instructions. Use applicators and techniques best suited for each surface and type of materials being painted.
- B. All painting Work shall be done by skilled workman in a professional manner. All coats shall be evenly spread and shall be free from run, sags and other defects. All coats shall be thoroughly dry before applying succeeding coats.

- C. All individual coats of paint shall be inspected and approved by the Project Inspector before application of the succeeding specified coat; otherwise no credit for the coat applied shall be given, and the Applicator shall automatically assume responsibility to recoat the Work. The applicator shall provide the Project Inspector a report of each coat applied when completed for inspection and approval to comply with the above.
- D. Where coverage is incomplete, not uniform, or not to the required dry film thickness, provide an additional coat at no extra cost to the Developer.
- E. Apply finish coats of paint to all exposed surfaces as follows:
 - 1. For primed metal surfaces, apply two (2) coats of 100% acrylic latex base paint, per manufacturer's recommendations. Apply first coat of paint within 72 hours of primer application. If first coat of finish paint cannot be applied within the specified application time, the contractor shall re-clean and re-primer all exposed metal surfaces prior to start of metal painting operations.
- F. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- G. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration's.
- H. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- I. Apply all coating without reduction, except as specifically required by label directions, or required by this Section.
- J. Sand carefully between all coats on smooth surfaces for good adhesion of subsequent coats.
- K. Paint all exposed surfaces and anything inaccessible after installation prior to installation, if required to be painted.

3.05 Application of Epoxy Paint

- A. Use epoxy paint for floor and wall in restrooms up to ADA height.

END OF SECTION

SECTION 12 93 00 SITE FURNISHINGS

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including play equipment and play surfacing, as shown on the Plans and as specified herein.

1.03 References

- A. All play equipment shall meet or exceed the standards set forth by the Consumer Product Safety Commission (CPSC), comply with the Americans with Disabilities Act (ADA), meet all current ASTM standards and be consistent with State and local codes.
- B. The play area surfacing shall meet or exceed the fall absorption/impact rates set forth by the CPSC guidelines and ASTM standards. The surfacing shall be an accessible surface and manufactured specifically for play areas.
- C. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.
- D. The product manufacturer shall supply complete Specifications for the installation of all site furnishings, including play equipment and play surfacing.

1.04 Submittals

- A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". For the following items, also provide:

1. Resilient Play Surfacing (i.e. rubber surfacing material) Submittal shall include IPEMA certification of materials and the most recent impact absorption test results.
 2. Play Equipment and Swings submittals shall include color samples, manufacturer's materials and parts list, and installation instructions.
 3. All items with "color as selected by City" shall include color samples.
 - 4.
- B. On the date of the Notice to Proceed, the Contractor shall immediately place the order to purchase all site furnishings, including the play equipment and play surfacing as specified on the Plans and as outlined herein. **Proof of all orders shall be submitted to the Project Manager within ten (10) working days of the Notice to Proceed.**
- C. The Contractor shall submit a Certificate of Compliance from a third party certified playground inspector which verifies that the entire playground, including individual components, and surfacing meets or exceeds regulated requirements as described in Section 1.03 above.

1.05 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Materials

- A. Play Equipment shall be custom configuration as shown on the Plans and as specified herein. The equipment shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Color as selected by the City.
- B. Swings shall be the custom configuration as shown on the Plans as distributed by (contact name and phone number), and as manufactured by (contact name and phone number), or accepted equal. Color as selected by the City.
- C. Poured-in-place resilient surfacing shall be as shown on the Plans and as specified herein. The play surfacing shall be Tot Turf TPV Poured Surfacing as manufactured by Robertson Industries, contact Frank Horwath, (510) 433-0655 or accepted equal. Color as selected by the City.
1. Thickness of surfacing shall meet or exceed ASTM F 1292-93 Thickness vs. Fall Height requirements. The topcoat shall be ½ inch thick.
 2. Color shall be 50/50 black and brown mix, unless custom colors are shown on plans. For yellow, gold, red, and green colors use an aromatic binder.

- For blue, gray, purple, teal and tan colors use an aliphatic binder to preserve the color.
3. Poured-in place resilient surfacing shall have a five (5) year warranty.
- D. Engineered wood fiber shall be clean, engineered wood fiber, manufactured specifically for play areas.
1. Engineered wood fiber manufacturer shall provide testing certification by an independent testing agency that the results comply with CPSC guidelines and ASTM standards.
 2. Engineered wood fiber shall meet the following requirements: ASTM F1951-99 (ADA Compliance Test) and ASTM F 1292-96 (Shock Absorbency).
 3. Manufacturer shall provide a Certificate of Insurance that shall provide coverage for products liability with the limit of liability not less than \$1,000,000.
 4. The manufacturer shall also provide written guarantee for three (3) years from the date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period.
 5. Manufacturer certifies that the engineered wood fiber has been installed in not less than three (3) sites for periods of not less than three (3) years demonstrating the claims made with regard to these Specifications.
- E. Picnic Tables shall be as shown on the Plans and as specified herein. The tables shall be as distributed by (Seth Marciconi at Dave Bang Assoc. 700-669-2585), and as manufactured by (Wabash Valley) or accepted equal. Color as selected by the City.
- F. Benches shall be as shown on the Plans and as specified herein. The benches shall be as distributed by (Seth Marciconi at Dave Bang Assoc. 700-669-2585), and as manufactured by (Wabash Valley) or accepted equal. Color as selected by the City.
- G. Drinking Fountain shall be MDF #10145 SM (bottle filler, dual bowl and accessible) and stainless steel surface carrier as distributed by Husbands and Associates (800) 821-9838 and as manufactured by Most Dependable Fountains or accepted equal. Color to be stainless powder coated black or as approved. Include recessed hose bib with locking cover. Install with a sand strainer when sand amenities are included in the park design.
- H. Infield Mix shall be 60/40 red lava/ screened clay mix as distributed by Cascade Rock, 916-383-1300 or accepted equal.
- I. Park Identification Sign shall be fabricated by Quick Crete Products Corp., Norco, CA, (916) 447-8644, or by Outdoor Creations, Inc., Anderson, CA, (530) 365-6106, or accepted equal.
- J. Age-Appropriate Signage shall contain the following language:

- “This play area has been designed for the use of children aged (5-12) years of age.”
- K. Park Namesake Plaque shall be a 24” by 18” digital high pressure laminate graphic panel fabricated or accepted equal. Plaque shall be mounted on a SlimLine single pedestal sign system or accepted equal. Manufacturer for the plaque and sign system (model # 2418 SL-SLP-AL) is KVO Industries (Chris Howell, (707) 573-6868). Installation location shall be verified in the field with the Project Manager.
 - L. Playground rules sign shall be as fabricated by Gopher Sign Company, (651) 698- 5095, or accepted equal.
 - M. Trash Receptacle shall be 32 gallon receptacle with liner, dome top (model # TG3D33S) as fabricated by Wabash Valley, (260) 352-2102, or accepted equal.
 - N. Other Flexible Bollard) shall be as shown on the Plans and as specified herein. The Flexible Bollard shall be as distributed by (Impact Recovery Systems), and as manufactured by (Impact Recovery Systems 210-736-4477) or accepted equal. Color as selected by the City.

PART 3 - EXECUTION

3.01 Installation

- A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the play equipment and play surfacing described in these Specifications. The workers or subcontractor must demonstrate that at least five (5) similar play structures and five (5) play surface applications similar to that specified for this project have been installed in the last three (3) years.
- B. All site furnishing, including play equipment shall be installed per manufacturer’s instructions.
- C. Engineered wood fiber shall be blown in place to avoid damage to adjacent improvements unless specifically approved by City.
- D. Poured-in-place rubber play surfacing and access ramps shall be installed as shown on the plans. Install poured-in-place rubber over a 4” thick concrete base. The rubber base coat shall be ” and the rubber topcoat shall be 1/2”, unless otherwise noted on the plans. Apply the appropriate binder with all finished poured-in-place rubber surfaces based on color as outlined in Section 2.01 J and per manufacturer’s instructions. Installation of poured-in-place rubber surfacing shall be performed by an International Playground Equipment Manufacturer Association (IPEMA) certified and experienced installer. Submit a copy of the installer’s certification prior to installation. “Experience” is as defined in 3.01 A above.

For Aggregate sub base: Grading to be +/- .375 (3/8") inside the play area 4" minimum thickness. Applied as follows:

Step 1 Install 2", compact

Step 2 Apply by hand Portland cement to entire surface

Step 3 Apply 1/4" water to entire surface

Step 4 Repeat Steps 1, 2, & 3 to attain required thickness

Sub base to be installed before play equipment in order to utilize large compaction equipment. Jumper compactor equipment to be utilized along outside perimeter of play area curb. Compaction test shall be performed to verify that the aggregate is compacted to 95%. Sub base (aggregate) must be sloped per ADA requirements.

- E. Heights of tables and benches shall be as follows, unless otherwise required by ADA; California Title 24 or other code requirements:

Description	Height Above Finish Grade
Table Surface Height	34" Maximum
Knee Space Height	27" Minimum Clear Space
Knee Space Depth	17" Minimum from edge of table to nearest obstruction under table top
Width of Knee Space	30" Minimum clear width beneath table
Bench Surface Height	16" Minimum, 18" Maximum

- F. Heights for play equipment, including ramps and transfer decks shall comply with the approved recommendations by the U.S. Architectural and Transportation Barriers Compliance Board: Play Facilities Regulatory Negotiation Committee.
- G. For play equipment, locate all footings prior to installation of drain lines. Adjust drain lines to accommodate play structure footings. Provide appropriate fall zones as shown on the Plans and per applicable codes and guidelines.
- H. All footings shall be Class A concrete with 3/4" maximum size aggregate, unless otherwise noted. Footings shall be in accordance with Caltrans Standard Specifications, Section 90. Install all footings below finish surface. In paved areas, install paved surface over footing for a clean finished surface as shown on the Plans.
- I. Carefully install all furnishings and equipment without disturbance to adjacent finishes. Contractor shall be responsible for the damage and subsequent repairs of damaged finished product.
- J. Install park namesake plaque. Installation location shall be verified in the field with the Project Manager.
- K. Install age-appropriate stickers on all play structures.
- L. Install playground rules sign. Installation location shall be verified in the field with the Project Manager.

3.02 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

PART 4 - WARRANTY

4.01 General

- A. Contractor shall warranty all site amenities included under this Section.
- B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
- D. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance by a third party certified playground inspector for the installation of the play structure and safety surfacing. Certification shall include testing for compliance of ASTM 1292 (Impact Attenuation of Surfacing Systems under and around Play Equipment). All tests, including re-tests, shall be the responsibility of the Contractor. Submit all test results to the City.
- E. Submit maintenance manual for poured-in-place resilient surfacing.
- F. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance from the manufacturer of the play structure for the installation of the play structure.
- G. Contractor shall submit to the City, upon completion of work, critical fall criterion used to certify all play surfacing material.
- H. Attach cut sheets of installed items to the warranty.

END OF SECTION

SECTION 26 00 00 SITE ELECTRICAL

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition and requirements outlined by the City of Roseville Electric Department shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Electrical Code (CEC), incorporating the latest edition of the NEC with City of Roseville amendments shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of site electrical as shown in the Plans and as specified herein.
- B. Submittals shall be required for requested substitutions or plan deviations ONLY. The Contractor shall install all specified electrical fixtures, poles and equipment, unless otherwise accepted and determined as an equivalent.

1.03 References

- A. Conform to requirements outlined in the latest editions of the California Electrical Code (CEC), California Administrative Code (Title 24), California Building Code (CBC), California Administrative Code (Title 22) and other applicable codes.
- B. Conform to requirements outlined in the latest edition of the Roseville Electric Specifications for Commercial Construction.

1.04 Record Drawings

- A. Record drawings are required as a part of this work. At all times, the Contractor shall maintain accurate information of the work in progress. Deviation in layout of conduit or other materials shall be recorded to the satisfaction of the Inspector. Upon completion of the project, as-builts shall be submitted to the City on reproducible plan sheets and shall depict all changes in a neat and legible manner.

PART 2 - PRODUCTS

2.01 Service Panels

- A. Service panels shall meet the Roseville Electric approved sections of the EUSERC requirements. The list of acceptable panels can be found at <https://the.euserc.org/s/Roseville-City-of-Acceptability-Pages.pdf>
- B. Service panel shall be:
 - 1. Built to UL508A standards
 - 2. Metered
 - 3. Single phase or three phase application
 - 4. Rated for 120 to 480 volts
 - 5. Color: Hunter Green

2.02 Electronic Astronomic Time Switch

- A. Electronic Astronomic Time Switch shall be model ET-2815C, as manufactured by Intermatic, or accepted equal.

2.03 Conduit and Fittings

- A. For primaries (12,000 volts), conform to Roseville Electric's Specifications for Commercial Construction, latest edition.
- B. All other conduit and fittings shall conform to the California Electric Code, latest edition.

2.04 Wires and Cables

- A. Conform to the California Electric Code, latest edition.
- B. All wires shall be copper only, 90-degree-C THHN/THWN insulation.

2.05 Wire Connections and Devices

- A. Conform to the California Electric Code, latest edition.
- B. Splices and joints for #10 AWG or smaller wiring shall be twisted together electrically and mechanically strong and insulated with approved type insulated electrical spring connectors, Scotchlok or Ideal. Joints and connections for #8 AWG or larger shall be made with Burndy, T & B, or approved equal, solderless tool applied pressure lugs and connectors. Uninsulated lugs and wire ends shall be insulated with layers of plastic tape equal to insulation of wire and with all irregular surfaces properly padded with "Scotchfil" putty prior to application of tape. Tape shall be equal to Scotch #33, General Electric #AW-1, or approved equal. Feeder splicing is not permitted.
- C. Receptacles: 15 & 20 Amp 125 Volt receptacles shall be "Specification" grade, duplex, UL Listed, rated Weatherproof where installed outdoors or in damp or wet locations. Where only one receptacle is connected to a 20 ampere circuit, a 20 ampere receptacle shall be used. Receptacles to be Hubbell 5262 series,

5362 series, or equal. Provide an equipment grounding jumper (pigtail) connecting the grounding terminal of the receptacle to the grounded box.

2.06 Outlet Boxes

- A. Cast Metal boxes shall be cadmium plated, cast iron alloy by Crouse-Hinds Form 8 condulets, Appleton Form 35 Unilets or accepted equal.
- B. Cast Metal Outlet boxes shall be four inch (4") round, galvanized cast iron alloy with threaded hubs and mounting lugs as required. Boxes shall be furnished with cast cover plates of the same material as the box and neoprene gaskets by Crouse-Hinds VXF series, Appleton JBX series or accepted equal.

2.07 Pull and Junction Boxes

- A. Per City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

2.08 Parts Identification

- A. Consistent with the City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

2.09 Electrical Support Equipment

- A. Concrete Fasteners shall be Philips "Red-Head" or accepted equal. Powder driven concrete pin fasteners, low velocity type shall be Remington, Ramset or accepted equal.
- B. Conduit Straps shall be hot dipped galvanized, cast malleable iron, one hole type strap with cast clamp-backs and spacers (as required) by O-Z/Gedney No. 15-50G strap and #14G spacer, Efcor No. 231 strap and No.131 spacer or accepted equal.
- C. Concrete Inserts shall be pressed galvanized steel, spot insert with oval slot capable of accepting support nuts of 1/4 inch to 1/2 inch diameter thread by Unistrut No. M2506 series, Globestrut CSI series or accepted equal.
- D. Construction Channel shall be 1-1/2 inch by 1-1/2 inch 12 gauge galvanized steel channel with 17/32 inch diameter bolt holes, 1-1/2 inch on center, in the base of the channel by Kindorf 905 series, Unistrut P-1000-HS or accepted equal.
- E. Cable Ties and Clamps shall be one piece, nylon, reusable type lashing ties by Thomas and Betts Co "Ty-Raps", Panduit "Pan-Ty" or accepted equal.
- F. General Fasteners shall be wood screws for fastening to work; machine screws for fastening to steel; toggle bolts for fastening to gypsum board or plaster walls; expansion anchors for attachments to pre-poured concrete.
- G. GFI Outlet Cover shall be metal, lockable, and flush with the surface it is installed in. Cover must conform to the California Electric Code, latest edition.

2.10 Fixtures and Poles

A. Parking Lot lights shall be:

B. Pathway/Security lights shall be:

1. LED: Hadco: RL54 B B N N 1 A W N N N A 2 N N N N SP1
2. Pod: die-cast aluminum housing with tool-less access
3. Globe: clear prismatic injection molded U.V. stabilized acrylic
4. Symmetric photometric distribution
5. Rated 120 volts

C. Poles shall be:

1. Whatley: TR34 16 DE BLK TXT 30-30 or accepted equal
2. Fiberglass, direct burial
3. Textured round, tapered
4. 16' mounting height
5. Include –RC receptacle as shown on plans

2.11 Tracer Wire

A. Insulated solid copper wire, minimum #12 gauge.

PART 3 - EXECUTION

3.01 Installation

- A. Install (luminaire and poles) in accordance to manufacturer's instructions.
- B. Ensure proper handling and installation of fixtures including hardware necessary for a complete installation. Fixtures (luminaire and poles) shall be clean, plumb and level.
- C. All lamps shall be new and in operating condition. New lamps shall have less than 100 hours of operation on-site.
- D. All splices in exterior fixtures or fixture outlet boxes shall be made watertight, using specified epoxy resin splicing kits.
- E. Operate the entire system, once complete, in the presence of the Inspector. Immediately correct any improper connections or other items.
- F. Install concrete collars around light poles. Concrete collars shall be per the Parks Construction Standards, latest edition.
- G. Install tracer wire on top of conduit for all up-lighting and sports field lighting.

3.02 Clean Up

- A. At all times, maintain a safe and clean work site, free of debris and rubbish.
- B. All electrical parts shall be clean of conductive and deleterious materials.
- C. All enclosures shall be free of dirt and debris.
- D. Clean all finishes and touch up damaged areas prior to pre-final inspection.

3.03 Excavation & Backfill

- A. Refer to Section 33 00 00 Utilities.

3.04 Equipment Pads

- A. Concrete reinforced pads for mounting of equipment (i.e. switchboard, transformers, freestanding panels, etc.) shall be minimum 3000psi, 6" thick with #4 rebars at 12" on center each way. Rebars shall be centered in pad. Pad shall extend 2" beyond equipment and 1.5" above surrounding area. Backfill and compact to 95% maximum dry density at optimum moisture content in layers not to exceed 6" when compacted.

3.05 Grounding

- A. Grounding and ground bonding of the electrical installation shall be in accordance with CEC Article 250, and any applicable codes. Ground fittings shall be approved manufactured type, installed and connected to conform with Code requirements.
- B. Neutral conductors and noncurrent-carrying parts of equipment at each installation shall be grounded in accordance with applicable code. Ground conductor shall be copper having a current capacity sized in accordance with CEC.
- C. All equipment cases, motor frames, etc., shall be completely grounded to satisfy requirements of CEC. Install bond wire in flexible conduit. Install copper bond wire, sized in accordance with CEC, in all nonmetallic raceways and bond to all metallic parts using approved fittings.
- D. Service ground conductor shall be connected to a "Ufer" encased ground and bonded to the metallic cold water pipe system and to the metallic natural gas line. 5/8" x 10 ft copper clad ground rods may be used in lieu of the Ufer ground where no footing is available.
- E. All connections shall be made with solderless connectors or molded fusion-welding process.
- F. Equipment grounding conductors shall be insulated with a continuous green outer finish along its entire length. Conductors size #4 AWG and larger may be identified (with green electrical tape applied half-lapped) at each end and at every point where the conductor is accessible. Tape shall be applied from its point of entry to point of exit or termination.
- G. Insulated grounded (neutral) conductors shall be identified with a continuous white outer finish along its entire length. Neutral conductors #4 AWG or larger can be identified by a distinctive white marking (applied half-lapped with white electrical tape) for the last 12 inches at each end.

3.06 Field Testing

- A. Perform Insulation Resistance (IR) "Megger" Testing per NETA Standards. Submit test results. Provide testing for:
 - 1. All feeders 100 Amps and higher.
 - 2. Branch circuits 100 Amps and higher.
- B. Each ground rod shall be tested. A ground rod which does not have a resistance to ground of 25 ohms or less shall be augmented by one additional ground rod at no less than 8 feet from each other.

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 31 10 00 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Preserve and protect existing site amenities to remain, including, but not limited to, trees, shrubs, underground utilities and other improvements as shown on the Plans. Protection of work shall include affected improvements on adjoining properties.
- B. Scope of work includes: site preparation, removal of debris, staging of equipment and materials and securing the site for construction.

1.03 Related Work

- A. Section 31 20 00: Earthwork
- B. Section 01 57 23: Storm Water Pollution Control

1.04 Protection/Replacement

- A. Prior to demolition, erect protective fencing a minimum of one foot (1') beyond the canopy of all trees to remain. The radius of the canopy shall be measured from the longest branch furthest from the trunk. Refer to the environmental document for additional requirements for protective fencing on other existing natural features. For work within or near protected trees, a tree permit may be required.
- B. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.
- C. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, play structures, shade structures, drinking fountains, concrete paving, concrete wall and curbs,

- decomposed granite paving, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.
- D. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector. Realignments or modifications to the existing facilities as shown on the plans are accepted.
 - E. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.
 - F. Burning or burying removed material on-site is prohibited.
 - G. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in Section 31 20 00 of these Specifications.
 - H. All items identified in the Plans to remain or identified in the field to remain, removed in error by the Contractor, shall be repaired or replaced to match in equal or better construction, at no cost to the City. The quality of the repair or replacement shall be measured as that existing at contract award.

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 Pre-Construction Site Review

- A. Contractor shall review existing site conditions with the Inspector prior to start of construction and document any conditions which adversely affect the satisfactory execution of the work and final acceptance of the project.
- B. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

3.02 Clearing

- A. Completely remove trees, shrubs, stumps, vines, rubbish/debris, undergrowth, deadwood, structures, and other elements identified to be removed and/or which interfere with the construction as shown on the Plans and as specified.

- B. Obtain verification from the Project Manager for non-identified items scheduled to be removed prior to actual removal.

3.03 Grubbing

- A. Remove all stumps, roots, grasses and weeds in its entirety. Apply systemic weed killer. Confirm weed kill prior to removal.
- B. Once surface material is removed, the Contractor shall stockpile the top twelve inches (12") of topsoil for use during the final grading phase of work. This soil shall be free of rocks, debris, roots and other undesirable material.

3.04 Utilities

- A. Contact USA Alert (800) 642-2444 prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours' notice. Verify all utilities entering into and their locations within the project site.
- B. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.
- C. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.
- D. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

3.05 Debris Removal

- A. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.
- B. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 31 20 00 EARTHWORK

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the Caltrans Standard Specifications, latest edition, shall be in addition to the standards provided herein.
- D. The requirements set forth by CAL OSHA shall be in addition to the standards provided herein.

1.02 Description

- A. Provide all labor, operations and materials necessary for earthwork, including, but not limited to, staking and surveying, grading; excavating; installation of facilities necessary to perform excavation and subsequent removal of such facilities upon completion of work; subgrade preparation; backfilling; and other incidental items necessary for a complete project.
- B. This project requires export of material) The (export) of material shall be a part of the Contractor's bid price.
- C. The intent of the grading plan is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities Act and California Title 24 throughout the project site. The Project Manager shall be notified immediately of any discrepancies between the Plans and actual field conditions and/or conflicts between the design and code requirements.

1.03 Related Work

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 33 00 00: Utilities
- C. Section 32 84 00: Irrigation System
- D. Section 32 90 00: Planting
- E. Section 26 00 00: Site Electrical
- F. Section 01 57 23 Storm Water Pollution Control

1.04 Quality Assurance

- A. All work shall conform to local codes and regulations, including standards set forth in the Standard Specifications of the State of California, Business and

Transportation Agency, Department of Transportation (Caltrans), Chapter 70 of the Uniform Building Code and ASTM.

- B. Relative compaction shall be the in-place dry density of soil denoted as a percentage of the maximum dry density of the same material. This shall be as determined by ASTM 1557. The optimum moisture is measured by the water content which corresponds to the maximum dry density.
- C. Upon discovery of unforeseen subsurface site conditions, the Contractor shall notify the Inspector immediately.
- D. Upon discovery of hazardous materials, cease all activity and immediately contact the Fire Department.

1.05 Protection

- A. Provide and install all supports, shoring, bracing, underpinning, sheet piling and other methods for the sides of excavations necessary for ensuring safe working conditions for the workmen and to protect adjacent improvements to remain.
- B. Provide any and all protection measures necessary to ensure the protection of the workmen, the general public, including children and the project site. These protection requirements remain the Contractor's sole responsibility throughout the duration of the project, including non-working hours.
- C. Do not obstruct vehicular, bicycle or pedestrian thoroughfares, unless previously accepted by the City. Provide safe and adequate detours around the construction as required by City and State regulations.
- D. Trenches shall be covered at all times when work directly associated with the trenches is not occurring, including non-work hours.
- E. During the course of construction, the Contractor shall ensure that surface drainage does not create a nuisance onto adjacent properties.

1.06 Erosion Control Measures

- A. Construction sites shall have required erosion and sediment control measures in place as required by the SWPPP. If construction is in progress, the Contractor shall ensure that the construction site is prepared prior to the onset of any storm. At a minimum, erosion control measures shall include:
 - 1. Broadcast seed
 - 2. Drainage area protection
 - 3. Dust/mud control
 - 4. Drain inlet filters
 - 5. Silt fence and straw wattles
 - 6. Slope protection
 - 7. Straw bales
 - 8. Silt controlling devices

PART 2 - PRODUCTS**2.01 Base Rock**

- A. Class 2 aggregate base per Caltrans Standard Specifications, latest edition.

2.02 Drain Rock

- A. Drain rock shall be Class 2 permeable, washed, unbroken stone or gravel. Material gradation shall conform to the following:

Sieve Size	Percent Passing
1 inch	100
No. 4	20-50
No. 50	0-10
No. 200	0-5

2.03 Pea Gravel

- A. Pea gravel shall be natural stone, free of clay, shale or organic matter, and shall conform to the following:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	47
No. 8	2
No. 16	1

2.04 Fill

- A. Structural Fill shall conform to Caltrans Standard Specifications or the accepted site-specific geotechnical report generated for the project.
- B. Fill for non-structural areas shall conform to the following standards:
1. Plasticity: ASTM D4318-84
 2. Expansion Index: No greater than twenty (20)
 3. Testing: UBC 29-9 and ASTM D422-72
 4. Particle Size: No greater than one inch (1")

2.05 Topsoil

- A. The top eight to ten inches (8" – 10") of native soil containing more than three percent (3%) organic material. Topsoil shall be free of rocks no larger than one inch (1") in diameter, free from subsoil, roots, heavy or stiff clay, coarse sand, destructive seeds, noxious chemicals, brush, debris, litter and other undesirable materials.
- B. For any import soil to be used in turf/planting areas, submit a soils analysis with soil amendment recommendations (for plant growth) for review and acceptance prior to placement on-site. Soils test information shall be as outlined in Section 32 90 00: Planting – 1.06.

2.06 Soil Sterilant

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

2.07 Sand

- A. Granular, fine, free of organic matter, mica, loam or clay material.

PART 3 - EXECUTION

3.01 Construction Staking

- A. The layout of all work shall be performed by a California State licensed land surveyor provided by the Contractor.
- B. Notify the Inspector immediately of any discrepancies between actual field conditions and the Plans. Minor field adjustments may be necessary in order to fulfill the intent of the Plans.
- C. Non-notification of discrepancies between actual field conditions and the Plans by the Contractor, in writing, shall indicate his acceptance of such field conditions. Adjustments/modifications to the construction to accommodate the inconsistencies (without notification) shall be at no additional cost to the City.

3.02 Excavation

- A. All excavations shall be as noted on the Plans. Excavations shall include accommodation of base material.
- B. Do not over-excavate. Excavations shall provide appropriate space to install shoring, bracing, formwork, etc, as needed to ensure the safe and proper construction of the work.
- C. Take every precaution to prevent water from entering, softening, and undercutting excavated areas, including, pits, footings, trenches, etc.
- D. Notify the Inspector immediately upon discovery of unsatisfactory soils materials or unforeseen site conditions. Excavation shall include the complete removal of the unsatisfactory material and its legal disposal thereof.

3.03 Site Grading

- A. A grading permit is required to be obtained by the Contractor prior to commencing any earthwork.
- B. Grading shall include adjacent transition areas, new elevations/contours as shown on the Plans. All subgrade areas shall be graded parallel to the finish grades and contours and shall be uniform in slope. Transition areas shall provide a smooth connection between new and existing grades and shall not create additional drainage or ponding onto adjoining properties.

- C. Surface grades shall provide for positive drainage away from structures and footings, and shall be uniformly smooth throughout.
- D. Rough grading shall:
 - 1. Be graded to a tolerance of 0.10 feet, plus or minus for planted and turf areas.
 - 2. Be graded with a tolerance less than .04' from specified grade and cross section for subgrade in which pavement, curbs and other structural elements are to be placed immediately above.
 - 3. Provide a subgrade surface free of exposed rocks, stones and boulders.
 - 4. Provide a subgrade surface free of depressions, pits, etc., with proper backfill and compaction. See paragraph 3.04 below.

3.04 Placement of Fill Material

- A. Prior to placement of fill material, the Contractor shall:
 - 1. Obtain approval of the subgrade surface from the Inspector.
 - 2. Scarify, dry and compact soft and/or wet areas.
 - 3. Remove and replace unsuitable subgrade material to the satisfaction of the Inspector.
 - 4. Take all necessary corrective action.
- B. Do not use topsoil as fill or backfill material, unless otherwise accepted in writing.
- C. Fill shall be placed in the following manner:
 - 1. Accepted engineered fill material for structural slabs and areas to be paved shall be placed in six-inch (6") loose thickness, uniform layers over the entire area.
 - 2. Fill material in planted areas shall be placed in twenty-four inch (24") maximum loose thickness throughout the areas to receive fill.
- D. Aerate or water each lift to obtain the required compaction rate indicated on the Plans. Thoroughly mix material to ensure proper moisture content for compaction. Repeat the operations until grades, as shown on the Plans, are obtained. Jetting of trenches shall be reviewed and accepted by the Inspector prior to performance of work.
- E. Do not place fill when the subgrade is frozen, muddy or wet. Allow conditions to thaw and dry out before resuming operations.
- F. Use hand tampers or vibrating compactors around foundations walls, retaining walls and other structural elements. Do not use large equipment in these areas and do not begin compaction operations until the bearing surfaces have reached its design strength.
- G. Fill around existing trees to remain shall not exceed twelve inches (12").
 - 1. Minor fill (6" or less) shall utilize topsoil and shall be placed by hand. Do not cover crown of trunk. Feather grades to the extent possible.

2. Fills between 6" and 12" shall utilize 3/4" pea gravel on grade, placed up to three inches (3") below finish grade. Apply topsoil, by hand, to meet finish grade elevations. Feather grades to the extent possible.
- H. Construct mounds from on-site material. The core of the mound (1' below finish elevations) shall be compacted to 90%. The top twelve inches (12") shall be compacted to 85%. Place topsoil in the top twelve inches (12").
- I. Place topsoil in all turf and planting areas a minimum of twelve (12) inches deep. See Section 31 10 00, 3.03-B: Clearing and Grubbing.

3.05 Trenching, Backfilling and Compacting

- A. For trenches greater than five feet (5') in depth, submit an OSHA permit related to the work.
- B. All trenches shall be straight, true and cut vertical at 90 degrees to the surface plane.
- C. For trenches through existing paved surfaces, use a concrete saw or other tool to achieve straight, clean lines. Replace paved surface to the same or better condition as existing prior to cut.
- D. Do not over-excavate. Maintain bearing surfaces true, level and undisturbed to the extent possible.
- E. Trenches shall be kept dry and frost-free. Do not allow standing water to collect.
- F. Do not allow trenches to remain exposed at any time when work directly related is not occurring. Cover all trenches during non-work hours.
- G. Bedding for all trenches to receive pipes shall be as follows:
 1. Bedding material shall be consistent with the City of Roseville Design and Construction Standards, latest edition.
 2. Pipe shall lie completely on bedding. Pipe fittings or joints shall not bear weight.
 3. Bedding shall be uniform throughout the length of pipe.
- H. Initial backfill for storm drains, sewer lines and electrical conduit shall conform the applicable City standard set forth by the Department having jurisdiction.
- I. Backfill beyond the initial operations shall be native soil, placed in twelve-inch (12") lifts. Compaction for trenched areas shall be 95% for parking lot, driveway and roadway areas; 90% for hardscape (i.e. walkways, picnic pads basketball and tennis courts); and 85% in areas to be planted. Place topsoil over trenches in planted areas. Upon completion, all trenches shall be filled flush with adjacent finish grades.
- J. Compaction tests shall be required for trenched areas, hardscape areas and areas where fill over two feet in depth will be placed. The Inspector shall determine the number of tests and the locations. Re-tests shall be the Contractor's responsibility.

- K. Potholing shall be required in areas where existing utilities are indicated. Hand digging may be required.

3.06 Soil Sterilant

- A. Soil sterilant shall be applied to areas where paving is to be installed. The worker applying the sterilant shall take every precaution to avoid overspray of sterilant onto areas to be planted. The sterilant shall be placed no further than six inches (6") beyond the edge of pavement.
- B. Soil sterilant shall not be applied in inclement weather and windy days.

3.07 Drainage Areas

- A. All bare areas, regardless of slope, within 50 feet of natural drainages shall be covered with straw and pressed in place.
- B. No grading or trenching, except as required for erosion or sediment control, shall occur within 35 feet from the centerline of perennial and intermittent drainage swales between October 5 and April 1 unless approved by the Engineering Division, as well as any other governmental agency which may have additional jurisdiction and/or requirements.

3.08 Dust/Mud Control

- A. Adjacent Streets: Adjacent street frontages shall be swept at least once a day to remove silt and other dirt which is evident from construction activities.
- B. Construction Vehicles: The Contractor is responsible for cleaning construction vehicles leaving the site on a daily basis to prevent dust, silt, mud and dirt from being released or tracked offsite. Adjacent streets shall be swept clean daily.
- C. Grading Spoils: Dry stockpiles of soil shall be watered to prevent the generation of airborne dust. Trucks transporting dry soil shall be covered with tarpaulins.
- D. Water: Water shall be sprayed on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities. The exposed earth shall be watered throughout the day to minimize dust. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department.
- E. Wind Allowances: Grading activities shall be restricted or halted when winds exceed 15 miles per hour as deemed necessary by the Public Works Inspector.

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 32 12 16 ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.
- D. The standards set forth in the State of California, Title 24, Americans with Disabilities Act, latest edition, shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of asphalt concrete paving, including international disabled signs as shown in the City Standard, as shown on the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications for asphaltic concrete, latest edition.

1.04 Tolerances

- A. All surface areas shall drain. Ponding, puddling or birdbaths are not acceptable.
- B. Surface grades shall conform to the following:

Description	shall not exceed, ... from indicated line, grade or thickness
Base Course	0.1 foot +/-
Finish Surface	0.05 foot +/-
Thickness of finished pavement	0.01 foot less

- C. Flatness: maximum variance of 1/8" as measured with a ten (10) foot straight edge.

1.05 Testing

- A. Testing shall occur during the installation of pavement. The number and frequency of tests shall be as determined by the Inspector.

PART 2 - PRODUCTS

2.01 Aggregate Base

- A. Conform to Caltrans Standard Specification, Section 26 paragraph 1.02B, Class 2.

2.02 Asphalt Concrete

- A. Conform to Caltrans Standard Specification, Section 39 and the City of Roseville Design and Construction Standards, latest edition.

2.03 Soil Sterilant

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

2.04 Striping

- A. Traffic marker paint, in accordance with Caltrans Standard Specifications, Section 83-3.02.
- B. Thermoplastic marking tape in accordance with Caltrans Standard Specifications, Section 84-2.02. (Required for bike trails)

2.05 Header

- A. Per City of Roseville Parks Construction Standards, latest edition.

2.06 Accessible Parking Signs

- A. Signs for parking stalls shall conform to the California Manual on Uniform Traffic Control Devices (CMUTCD), the Standard Highway Signs manual with the Caltrans California Sign Specifications.
- B. Notification sign: Notification sign shall read: "Unauthorized vehicles parked in designated handicapped spaces not displaying distinguishing placards or license plates issued for physically disabled persons may be towed at owner's expense. Towed vehicles may be reclaimed at Roseville PD, 1051 Junction Blvd or by telephoning (916) 774-5000. CVC 22511.8".
- C. Sign posts: shall conform to Section 56 Signs in the City of Roseville Design and Construction Standards.

PART 3 - EXECUTION

3.01 Preparation

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on

- the Plans. A load or performance test shall be conducted in the presence of the Inspector prior to the placement of AC.
- B. Apply soil sterilant per manufacturer's directions. Limit the work zone of the sterilant application to the area to receive paving plus three feet (3') on each side.
 - C. Completely install redwood header as shown in the City of Roseville Parks Construction Standards, latest edition, if shown on the Plans.
 - D. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, temperatures below 35 degrees F, etc.
 - E. In areas where soil conditions are less than optimal, geotechnical tests shall be performed to verify compaction rates. The Inspector shall determine the number of tests necessary in order to verify conditions. Initial tests will be provided by the City. Re-tests shall be the Contractor's responsibility.

3.02 Installation

- A. Spread aggregate base material in six-inch (6") lifts.
- B. Compact base surface to a relative compaction of 95% and in accordance to the Caltrans Standard Specifications, Section 26.
- C. Spread asphalt concrete material in accordance to the Caltrans Standard Specifications, Section 39.
- D. Upon completion, apply water to the finished surface and allow water to run-off. All areas of ponding, puddling or birdbaths shall be filled with asphalt and fine aggregate. Conform fill surface with adjacent surface to the point edges are not visible.
- E. Take every precaution to protect adjacent amenities or structures from material spillage or damage. In case of spillage or damage, the Contractor shall immediately repair or replace the damaged area to the satisfaction of the City.
- F. Clean and oil all manhole covers, grates and other surface structures within the pavement area.
- G. All new asphalt concrete paving shall receive a fog seal at a rate of 1/12 to 1/10 gallon of undiluted emulsion per square yard. All work shall conform to Caltrans Standard Specifications, Section 37. **Once sealed, parking of vehicles and/or equipment or stockpiling of material on the finished surface is prohibited.**
- H. Clean all surface structures that lie within the asphalt concrete area.

3.03 Striping

- A. Conform to the City of Roseville Design and Construction Standards, latest edition.

- B. Ensure that all pavement to receive striping is completely cured. Clean all pavement surfaces.
- C. Accurately lay out all pavement markings, including, parking stripes, centerline stripes, international disabled parking logo, striping for disabled access ramp, directional arrows, game court lines and other pavement markings as shown on the Plans or as required by code.
- D. All pavement lines, striping and lettering shall be four inches (4") in width, unless otherwise indicated on the Plans.
- E. Lines painted with traffic paint shall receive two coats of paint. Allow each coat to dry completely prior to applying the second coat.
- F. Apply all pavement markings on clean, dry surfaces, during weather conditions where temperatures are higher than 35 degrees F, no rain is occurring or predicted within the next twenty-four (24) hours, and the humidity is less than 80.
- G. Remove all excess adhesives and tracking onto unmarked areas.
- H. All pavement striping applications shall conform to Caltrans Standard Specifications, Sections 84 and 85.

3.04 Accessible Parking Signs (For parking lots only)

- A. Verify that the language on the signs meets with current laws and regulations prior to installation. Immediately notify project manager of discrepancies.
- B. For signs at parking stalls: install one per space designated for disabled parking. Locate sign as shown on the Plans. Verify location in the field prior to installation. Sign bottom shall be set at seven feet (7') above finished grade.
- C. For notification signs: install one per driveway entrance. Verify location in the field prior to installation. Sign bottom shall be set at two feet (2') above finished grade unless otherwise directed.
- D. Sign post installation shall conform to TS-17A of the City of Roseville Development Services Design and Construction Standards.

3.05 Protection and Cleaning

- A. Do not allow equipment or vehicles to park on new asphalt surfaces upon completion of fog seal operations. At his discretion, the Contractor may allow the parking of equipment and vehicles on the asphalt concrete **AFTER** the asphalt concrete material has been laid, passing applicable compaction tests and **PRIOR TO** applications of fog seal and striping.

END OF SECTION

SECTION 32 15 13 INFIELD FINE SURFACING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of decomposed granite paving, including redwood headers as shown in the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.

1.04 Submittals

- A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:
 - 1. Infield fine material: provide a sample for review and approval.

PART 2 - PRODUCTS

2.01 Crushed Fines

- A. 60/40 red and lava and clay loam mixd.
- B. Cascade Rock 916-383-1300, or accepted equal

2.02 Drain Rock

- A. 3/4 " drain rock

2.03 Filter fabric

- A. Non woven geotextile fabric Mirafi 140N or approved equal.

PART 3 - EXECUTION

3.01 Preparation

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on the Plans.
- B. Completely install infield drain as shown in the City of Roseville Parks Construction Standards.
- C. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, etc.

3.02 Installation

- A. Provide a 10' by specified width test sample, to be approved prior to installation. This sample shall be the basis of overall approval.
- B. Thoroughly combine binder per manufacturer recommendations.
- C. Spread crushed fine material in two (2) one and one half inch (1-1/2") lifts (thickness after compaction).
- D. Wet and roll each lift to form a uniform, smooth surface with a cross slope of 2%. Compact each lift to a 95% relative compaction density.
- E. Upon completion of the final lift, fill any depressions, holes or divots and re- roll using the above process.

3.03 Clean Up and Protection

- A. Thoroughly clean all areas where work has occurred. Remove from site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc.

END OF SECTION

SECTION 32 31 13 CHAIN LINK FENCING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of the chain link fence system, including gates as shown on the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.

PART 2 - PRODUCTS

2.01 General

- A. Wire used in the fabric shall be galvanized and shall have a tensile strength of 80,000 lbs. Per square inch based on cross sectional areas of the wire. One sample shall be tested without removing bends caused by weaving of the wire with the mesh. A second test shall be conducted on a wire strand carefully straightened. The tensile strength is finally determined as the average reading between the two tests. Wire to match fabric selection.
- B. Fabric shall be 1-3/4" 9-gauge nominal wire mesh, hot-dipped galvanized after weaving as shown on the plans. Conform to ASTM A392, with tensile strength as described in 2.01A above. Fabric shall be knuckled top and bottom with single width to full height of fence.
- C. Ties/Fasteners shall be 9-gauge aluminum.
- D. Fittings, clips, bolts, bands, bars, post tops/covers and other hardware necessary for a complete fence system shall be galvanized.
- E. Where fencing is shown on the Plans to be black vinyl or powder coated, all appurtenances, including fabric, posts, rails, clips, bands, fittings, etc.,

necessary for a complete fence system shall be black vinyl or powder coated. Vinyl or powder coating shall be the industry standard for this type of finish.

2.02 Posts and Rails

- A. Posts and rails shall be hot-dipped galvanized per ASTM A53 with moisture-proofed caps on the top.
- B. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

2.03 Gates

- A. Fabric and finish to match fence.
- B. Hinges and latches shall be industrial strength, heavy duty and shall fit snugly around post. Latches shall be lockable.
- C. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

PART 3 - EXECUTION

3.01 Post Installation

- A. Posts are to be spaced evenly as shown on the City Standard and set plumb and true to lines with the top line uniform as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- B. All posts shall be set in concrete as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- C. Where nicks on vinyl or powder coated finished occurs due to installation, the Contractor shall re-finish and patch damaged areas immediately.

3.02 Fabric

- A. Attach fabric using fabric bands or clips spaced approximately 14" apart. Connections to top rails and tension wires shall utilize wire ties placed 24" on center.
- B. For corner and vertical end connections, install stretcher bars banded to posts and gate frames at 24" apart (maximum).
- C. All fabric to be stretched tight, free from sags and bulges.

3.03 Rails

- A. For splices along the top rail, provide couplings every 20'. The coupling shall produce a continuous brace from end to end of each stretch of fence. Install a heavy spring at every fifth coupling to allow for expansion or contraction.
- B. Utilize the appropriate fittings to ensure that all rails are rigidly clamped to end and corner posts.
- C. Clamp mid and bottom rails at each post.

3.04 Gates

- A. Gates shall be installed consistent with the City Standard detail. Verify grade conditions along the fence bottom to ensure proper use of the gate(s).
- B. Gate openings shall be face-to-face dimensions and shall swing according to the Plans.

3.05 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 32 84 00 IRRIGATION SYSTEM

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.
- B. Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.
- C. Installation of the water meter shall be by the City.

1.03 Related Work

- A. Section 32 90 00: Planting
- B. Section 26 00 00: Site Electrical

1.04 Quality Assurance

- A. All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:
 - 1. City of Roseville Park Construction Standards,
 - 2. City of Roseville Design and Construction Standards,
 - 3. City of Roseville Electric Department Standard Specifications,
 - 4. Local, state and federal electrical codes, manuals and guidelines, and
 - 5. Local, state and federal plumbing codes, manuals and guidelines.

1.05 Submittals

- A. Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified

and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:

1. Controller, Flow Sensor(s), and Master Valve(s).
2. Filter (Recycled water)
3. Booster Pump

1.06 Explanation of Drawings

- A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor's responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.
- B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

1.07 Product Delivery, Handling and Storage

- A. All materials shall be delivered bearing manufacturer's label with size, type and model number (if applicable) clearly marked.
- B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.
- C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.
- D. Do not install any material that has been damaged. Replace all material found to be damaged.

1.08 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.
- B. Dimensions shall be recorded from two (2) permanent points of reference.
- C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

PART 2 - PRODUCTS

2.01 General

- A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

2.02 Backfill Material

- A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.
- B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

2.03 Meter

- A. Meter shall be as shown on the Plans and as required by the City of Roseville Environmental Utilities Department.

2.04 Backflow Prevention Device

- A. Backflow Prevention Device shall be as shown on the Plans.
- B. Cover shall be insulated, freeze-proof, removable and lockable, manufacturer and model per the City of Roseville Design and Construction Standards or accepted equal.

2.05 Filter (Recycled Water Only)

- A. Amiad Filtration Systems, Manual Steel Filter, Red 130 micron filter element, match line size of recycled water meter, down to 2" minimum.
 - 1. For 2" filters, use disc type element. For 3" and above, use mesh screen filter element.

2.06 Flow Sensor and Master Valve

A. Calsense Controllers:

- 1. Flow sensor shall be a Calsense Flow Meter (FM-B) featuring a proprietary, non-magnetic sensing mechanism and a six-bladed design. Flow sensor shall be accurate to +/- 1% of full scale. Flow sensor body shall be constructed of bronze. Applications with high and low flows requiring a bypass manifold flow meter shall instead utilize Flomec QS200 Ultrasonic Flow Sensor.
- 2. Master valve(s) shall be Superior, 3300 series, normally open, electric globe valve, constructed of brass with dirty water protection and No Minimum Flow

feature. For recycled water systems, include -RW Recycled Water designation with purple handle for identification.

3. Flow meters to be constructed consistent with the Calsense specifications.
4. Valve boxes for master valve and flow sensor shall be 18" (jumbo) green rectangular rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box lid shall be colored green in turf areas, tan in natural planter areas, and purple for recycled water applications.

2.07 Booster Pump

- A. Customflow Quality Booster Pump by V-Power Equipment, Inc. (888) 830-8025.
- B. Provide technical startup support, pump certification and 30 month following delivery warranty by V-Power Equipment, Inc.
- C. Variable Frequency Drive Control Panel with Mitsubishi FR-D720-318 – NA VFD, NEMA 12 enclosure, main disconnect, DC choke, panel cooling fan, HOA switch on panel door, 110 volt transformer for controls and external fan, Terminals for wire connections, (2) Pump start relays for irrigation controller controls, ET/U.L. 508A Listed and proprietary programmed for City of Roseville standard operation by Custom Pump & Power, Inc.
- D. IFM Efector PA2424 transducer is rated for 0-200PSI and adjustable through the VFD.
- E. Enclosures to be sized to fit pump, VFD, valves, bypass, transducer, and pump inserted Hot Stop temperature protection to be activated at 120 degree with manual reset mounted on the VFD panel door. Flange connection for inlet and outlet outside the enclosure. Standard enclosure to be fitted for padlock and have a shock assisted opening on the front. Larger enclosures with removable doors with built in lock with the 402 key. All enclosures to be aluminum, with steel hardware and powder coated dark green.
- F. Installation by licensed contractor as shown on plans and connect power wires from meter pedestal and 24-volt control wire from the controller to the VFD line connectors inside the enclosure.

2.08 Pipe

- A. PVC Pressurized Mainline
 1. For lines three inch (3") or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D2241
Rubber Gasket	F477

2. For lines two and one half inches (2-1/2") or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D1785

B. PVC Non-Pressurized Lateral Lines

1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

C. Recycled Water

1. Pipes shall meet the standards outlined in Sections 2.08, A and B above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.
2. All pipes containing recycled water shall be purple, NSF accepted and conform to the City of Roseville Design and Construction Standards, latest edition.

2.09 Fittings and Nipples

A. Fittings for Mainline Pipe:

1. For all control valves on mainlines three inches (3") and larger, use painted, ductile iron saddle taps with double stainless steel straps and nuts Model #202 by Romac Industries, Inc. or accepted equal.
2. For all other connections on mainlines three inches (3") and larger mainline pipe, use glued schedule 80 fittings.
3. For all connections on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 40 fittings.

B. Fittings for Solvent Weld Pipe:

1. Schedule 40 for 2 1/2" pipes or smaller and Schedule 80 for 3" pipe and larger polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.
2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.
3. Teflon tape for all threaded PVC fittings.

C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.

D. Fittings for Recycled Pipe:

1. Fittings shall meet the standards outlined in Sections 2.09, A, B and C above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.

2.10 Swing Joints

- A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

2.11 Electric Remote Control Valve

- A. Sizes as shown on the Plans. All valves shall be Rainbird PEB series or accepted equal and shall contain the following:
 - 1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,
 - 2. encapsulated solenoid type actuation,
 - 3. a minimum rating of twenty-four (24) volts,
 - 4. sixty (60) cycle,
 - 5. two to five (2-5) watts,
 - 6. a manual flow adjustment with shut-off provisions,
 - 7. provisions for an external "bleed" of the diaphragm chamber for manual operation.
 - 8. a ball valve on the inlet.
 - 9. Schedule 80 PVC threaded fittings from saddle tap to POC to valve.
- B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall be sized appropriately to house entire valve assembly with space to accommodate maintenance access.
 - 1. Boxes shall be colored green in potable applications, and purple for recycled water applications.
 - 2. Valve boxes used on recycled water systems shall be permanently colored purple through the manufacturer. Boxes painted purple will be rejected.
 - 3. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers
- C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

2.12 Root Watering System

- A. Provide pre-manufactured root watering system.
 - 1. Pressure compensating bubbler. See irrigation sheets for flow rates.
 - 2. Check valve where applicable to prevent low head drainage.
 - 3. Swing joint assembly
 - 4. Locking grate top on semi-rigid mesh tube
 - 5. Filter fabric sleeve

2.13 Irrigation Heads

- A. All irrigation heads shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.
- B. In all available models, all irrigation heads shall have stainless steel risers, unless otherwise approved in writing.
- C. For recycled water applications, irrigation heads shall be colored purple, have debris pocket, and wiper seals with 3 touch points.
- D. Irrigation heads shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.
- E. Include built-in check valve where applicable to prevent low head drainage.

2.14 Drip Irrigation

- A. Sub-surface dripline.
 - 1. Flexible polyethylene tubing shall have factory-installed pressure-compensating, inline emitters spaced evenly per listed spacing.
 - 2. Emitter shall incorporate elemental or ionic copper root intrusion prevention technology, and shall be warranted by the manufacturer to be free of emitter plugging due to root intrusion for a period of fifteen (15) years minimum.
 - 3. Emitter shall have a built-in check valve that will hold back, at minimum, an 8.5' column of water.
 - 4. Dripline for use with recycled water systems shall be properly and permanently marked for non-potable use.
- B. All fittings shall be constructed of injection molded, brown plastic having a nominal outside dimension of 17mm (0.56"). Female and male threaded ends shall be capable of mating to standard PVC pipe with tapered threads.
- C. Line flushing valve
 - 1. Valve shall be schedule 40 PVC ball valve with brass hose thread adapter.
 - 2. Valve box shall be rigid plastic, with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.
 - 3. Drip system operation indicator shall be Rainbird 1812 Pop-up spray body with 4-VAN nozzle set to 0-degree pattern, with Rainbird SA-125050 swing assembly and XFF-TFA barbed bt 1/2" FIPT fitting, or accepted equal.
- D. Pressure Regulating Filters shall be Rainbird PRB Pressure Regulating Basket Filter, or approved equal, and shall include: Basket style body and jar-top cap constructed of heavy-duty glass-filled, UV-resistant polypropylene, with 150 PSI (10,3 bar) operating pressure rating. Standard 200 mesh (75 micron) filter screen constructed of stainless steel attached to propylene frame. Normally-open in-line pressure regulating device, constructed of durable, UV resistant non-corrosive material able to accommodate an inlet pressure rating of not less

than 150 PSI (10,3 bar), with preset outlet pressure of approximately 40 PSI (2,8 bar).

2.15 Thrust Blocks

- A. All thrust blocks shall be concrete. The size of the blocks shall be determined by the average safe soil-bearing load of 700 lbs. per square foot.
- B. Polyethylene sheeting at thrust blocks shall be 6mil.

2.16 Quick Coupler Valves

- A. For potable water, quick coupling valves shall be Rainbird #44LRC or accepted equal. For recycled water, quick coupling valves shall be Rainbird #44NP lockable or accepted equal. All quick coupling valves shall be:
 - 1. brass or bronze with one (1) IPS female pipe connection,
 - 2. two piece body with a removable upper portion (for replacement), and
 - 3. durable yellow covers for potable and purple for recycled.
- B. Valve keys shall be brass or bronze and shall be of the same manufacturer and size as the valve.
- C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.
- D. Where recycled water is used, conform to the City of Roseville Design and Construction Standards.

2.17 Manual Valves

- A. For pipe four inches (4") and larger gate valves shall be:
 - 1. located where shown on the Plans,
 - 2. flanged with Class 125 cast iron body,
 - 3. bronze trimmed with a non-rising stem,
 - 4. square operating nut,
 - 5. able to withstand a cold water pressure of 150 pounds per square inch, and
 - 6. sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
- B. For pipe three inches (3") or smaller and on pipes which feed directly into a remote control valve, ball valves shall be installed and shall:
 - 1. allow for manual operations,
 - 2. rapid on/off , drip-tight shut-off control,
 - 3. be constructed of bronze or brass with heavy-duty handle,
 - 4. operate up to 22 gallons per minute,
 - 5. operate between 15 and 150 pounds per square inch, and

6. be sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
- C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with extensions and lockable cover by Carson Industries, LLC, as shown on the Plans or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

2.18 Automatic Irrigation Controller

- A. Automatic controllers shall be Calsense CS3000 or accepted equal. Each controller shall include:
 1. CS3-LR – Calsense Local Radio,
 2. FM-B – Flow Meter (Brass),
 3. CS3-SS1 or CS3-SS1-D – Stainless Steel Enclosure with:
 - a) CS3000 Transient Protection
 - b) TP-110 – AC Line Protection,
 - c) LR-STUBBY – Antennae w/2ft cable
 - d) On/Off Switch
 - e) GFI electrical outlet inside enclosure.
 When multiple controllers are used, include:
 4. CS3-FL – Flowsense software (for multiple controllers sharing POC and/or communications)
 5. CS3-MSSE-KIT or CS3-SR-KIT – Hardwire or SR radio,
 When multiple flow sensors are used, include:
 6. CS3-2WIRE-OPT & CS-2W-POC (one per POC) – Additional Flow Meter interface.
- B. Communication wire between controllers shall be Paige Cable P7171D or accepted equal.

2.19 Control Wires

- A. Direct burial solid copper wire AWG-U.F. 600 volt.
- B. Common wire and two spare wires shall be minimum #12-gauge.
- C. Pilot wires shall be red, minimum #14-gauge. Wire gauge shall be, at minimum:

Wire Gauge	#14	#12	#10	#8
Max. Distance (ft.)	2,500	3,250	4,000	4,800

- D. Splices:
 1. Wire connections at remote control valves only shall utilize 3M direct bury splice kit model #DBY (yellow) or model #DBR (red).
 2. All other splices, including line splices, connections to flow meters and other sensors, shall utilize 3M Scotchcast 3570G Connector Sealing Packs, no known equal.
- E. Wiring colors shall be:

USE	COLOR
Flow	Yellow
Master	Blue
Pump	Black
Valves	Red
Common	White
Spare	Orange
Tracer	Green

2.20 Sleeves

- A. Schedule 40 PVC 1120-1220 and two times the diameter of the pipe to be accommodated by the sleeve, one (1) for control wires and one (1) for main line, and one (1) for lateral lines.
- B. Maximum one (1) line per sleeve.
- C. Add one (1) spare, same size as largest.

2.21 Tracer Wire

- A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

PART 3 - EXECUTION

3.01 Site Conditions

- A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.
- B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.

3.02 Coordination of Work

- A. Coordinate all work with other trades.
- B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

3.03 Excavation and Trenching

- A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over-excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.
- B. The following minimum cover shall be provided for pipe:

Pipe Type	Minimum Cover
-----------	---------------

Pressurized Mainlines	24"
Non- Pressurized Lateral Lines	18"
Domestic Water Lines	24"
Control wires	24"
PVC Sleeves under Paving	18"
PVC Sleeves under Auto X-ings	24"

- C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.
- D. High voltage wires shall not be installed in the same irrigation water line trench.

3.04 Testing and Flushing

- A. Pressure Testing shall occur only when the following conditions can be fulfilled:

Item Description	Condition
Quick coupler valves	Installed and capped
Electric remote control valves	Installed
Flow valve	Installed and open
Ball/Gate valves	Installed and open
Lateral lines	Disconnected
Welded PVC joints	Cured at least 24 hours
Pipe	Center loaded with backfill
Concrete Thrust Blocks	Installed and cured at least 48 hours
Couplings and fittings	Exposed
Detection wire	Installed

- B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the line shall be re-tested. This process shall be repeated until the line passes the leakage test.
- C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

3.05 Backfilling and Compacting

- A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.
- B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.
- C. Do not flood trenches unless otherwise accepted by the City.

D. Sunken trenches shall be re-finished flush with the adjacent grades.

3.06 Backflow Prevention Device and Enclosure

- A. Install per local codes and manufacturer's instructions.
- B. When the flow meter is installed above grade, install a backflow prevention device enclosure with lockable gate.

3.07 Flow Meter Installation

- A. Install per local codes and manufacturer's instructions.
- B. All flow meters shall be installed in ground.
- C. Install 3/4" conduit from irrigation controller to flow meter valve box. Install a pull box every 100'.
- D. Valve box lids shall be permanently marked identifying FM for flow meter and MV for master valve and GR for grounding rod with heat branding using stencils in a uniform location on all boxes throughout.

3.08 Booster Pump Installation

- A. Install per local codes and per manufacture's instruction.
- B. Furnish wires and conduits to connect electrical power, and 24-volt pump start controls to the VFD panel located inside the VFD panel
- C. Ductile iron plumbing from the flanges above ground to the mainline.
- D. Install level concrete housekeeping pad for the pump enclosure per plans, 4" thick, 1" above ground, with 1/2" tool edges
- E. Trust blocks to be installed per pump manufacturer's and landscape architect's requirements.

3.09 Pipe Installation

- A. Install irrigation pipe in planted areas whenever possible.
- B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.
- C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.
- D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.
- E. All PVC-to-PVC threaded connections shall be made with Teflon tape.
- F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. ells, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall

- be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.
- G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.

3.10 Electric Remote Control Valves

- A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.
- B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.
- C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.
- D. Each valve shall be separately saddle tapped. Manifolled valves shall be rejected.
- E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.
- F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

3.11 Irrigation Heads

- A. Install all heads where shown on the Plans and as specified herein.
- B. Turf rotary pop-up heads shall be placed two (2) inches from any edge of adjacent walkway, concrete mow band, concrete curb, header board or other hardscape edging, or as required by current WELO regulations.
- C. Rotary pop-up heads shall be installed flush with the top of finish grades of turf or planting areas.
- D. Sprinkler head riser nipples sizes shall match or be the same as the riser opening of the sprinkler body.
- E. Install sprinkler heads with internal check valves where heads are located in low drainage areas, i.e. bottom of berms, bottom of drainage swales, toe of slopes, etc.
- F. Install all heads perpendicular to ground surface with an offset from the edge of pavement as indicated in the details.

3.12 Drip Irrigation

- A. Drip irrigation is to be installed in a grid pattern layout of equal spacing between rows, unless otherwise noted on approved plans.
- B. All drip irrigation shall be installed sub-surface, per manufacturer's specifications. Staple all tubing to soil at 5 feet on-center spacing prior to backfilling.

- C. Drip line shall be installed prior to plant installation, with the exception of 15-gallon and larger plant container sizes, which may be installed first at the discretion of the contractor.
- D. Line Flushing Valves are to be installed below grade, as detailed, in a valve box with bolt-down lid to allow for periodic inspection and flushing.
 - 1. Minimum of One (1) Line Flushing Valve shall be installed for every fifteen (15) GPM of zone flow, and at every termination point within a zone, and shall be installed at a point farthest away from the source (typically on an exhaust header) as possible.
- E. Pop-up drip system operation indicators shall be placed within eighteen inches (18") of each Flush Valve and shall not be placed such that it will be obstructed by vegetation. Place minimum twelve (12) inches from adjacent hardscapes.
- F. If required, Air/Vacuum Relief Valves shall be installed below grade in valve boxes to allow for periodic inspection.
- G. Valve box lids shall be permanently marked identifying LF for Line Flush valve and AR for Air/vacuum Relief with heat branding using stencils in a uniform location on all boxes throughout.

3.13 Quick Coupler and Gate Valves

- A. Install per local codes and manufacturer's instructions.
- B. Locate valve boxes flush with finish grade, twelve (12) inches from walkways, curbs, header boards, etc., and within planted area whenever possible.
- C. Install one (1) valve per box.
- D. For quick coupler valves, install at 100 feet on center to the extent possible. Provide a 24" steel support staked adjacent to the riser using two (2) stainless steel clamps.
- E. For gate valves, install at locations indicated on the Plans.
- F. For valve boxes installed below grade, provide 3M ball markers.
- G. Valve box lids shall be permanently marked identifying GV for gate valve and QC for quick couplers, and SB for splice boxes with heat branding using stencils in a uniform location on all boxes throughout.

3.14 Automatic Controller

- A. Install per local codes and manufacturer's instructions within the specified enclosure.
- B. Provide single Paige Cable P-7171D installed in conduit between all controllers.
- C. Provide all necessary wiring for a complete installation between the controller and the valves.
- D. Above grade wiring shall be installed in metal conduit, unless otherwise accepted. Securely mount conduit onto enclosure or wall and paint to match the adjacent surface.

- E. Provide a grounding rod and bonding for each enclosure as required for lightning protection. Grounding rod shall be consistent with drawing PK-1 of the City of Roseville Parks Construction Standards. Install separate grounding rods for each enclosure where bonding is impractical.
- F. Label each controller, using permanent markings, with the letter identification indicated on the Plans. Affix label on the inside of the controller cabinet door.
- G. Install 110V outlet (GFIC) inside controller enclosure.
- H. Provide two (2) reduced as-built irrigation diagrams, laminated and color-coded indicating controller letter, valve/station numbers, valve size, operating pressure, gallons per minute and type of planting for each valve. See Section 01 10 00: Summary of Work 1.15B.
- I. Ground test to be conducted after installation. Test results shall not exceed 25 ohms.

3.15 Control Wires

- A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.
- B. Wire valve to controller as shown on the plans.
- C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.
- D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.
- E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.
- F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

3.16 Tracer Wire

- A. Install tracer wire on top of the mainline.
- B. Provide a twelve-inch (12") loop in and out of each valve box. Solder all splices.
- C. Where potable water lines are placed in a separate trench, install a tracer wire on top of the potable water line.
- D. Tracer wire shall be tested during review and pressure test of the mainline.

3.17 Sleeves

- A. Install sleeves under all pavement and as shown on the Plans.
- B. Install sleeves at the depths indicated in Section 3.03B above.
- C. Extend sleeves a minimum of twelve (12) inches beyond the edge of pavement.

- D. At every sleeve location installed in roadways, provide a spare PVC sleeve capped at each end and marked with a 3M ball marker.

3.18 Thrust Blocks

- A. Install polyethylene sheeting between mainline and concrete.
- B. Thrust blocks shall be formed against a solid trench wall. The thrust block cavity shall be in undisturbed soil or previously placed compacted backfill that yields an acceptable allowable bearing pressure.
- C. Concrete thrust blocks shall not be poured on valve wires.

3.19 Cross Connection Testing for Recycled Water Systems

- A. The Recycled Water System shall be tested for cross connection in accordance with Uniform Plumbing Code Appendix J prior to use.
- B. All testing of Recycled Water Systems must be performed utilizing a potable water source via a construction water connection per City of Roseville Construction Standards. No Recycled Water may enter a Recycled Water System until all testing is successfully completed.
- C. At the time a cross connection test is to be performed, construction on both the Potable and Recycled Water Systems being tested must be complete and both systems fully operational and functioning as designed.
- D. Cross connection testing shall be performed in the system by City forces with the assistance of the contractor. The test must be coordinated through the Parks Department Inspector. Forty-eight (48) hours' notice is required before the test. Depending on complexity of the site, a preliminary field meet may be required.

3.20 Coverage Test

- A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.
- B. The coverage test shall be performed on the entire irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed. On recycled water systems, the coverage test shall take place only after successful completion of the cross-connection test, with the recycled water meter in place.
- C. On Park projects containing turf, a comprehensive survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf shall be

performed by a third-party, certified irrigation auditor prior to planting of turf. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present. The irrigation auditor shall prepare and submit a report listing each zone's Distribution Uniformity, including actual mapping data of individual catch cans recorded on irrigation plan sheets, and noting any potential deficiencies in the system leading to any inadequate findings. Reported deficiencies in Distribution Uniformity will be evaluated by the Project Manager and may require corrective measures prior to approval of turf planting. Deficiencies caused by improper installation shall be corrected at no additional cost to City.

3.21 Irrigation Audit

- A. A landscape irrigation audit shall be performed after all landscape and irrigation is installed. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.
- B. All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- C. The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:
 - 1. A completed Irrigation Audit Report-(City of Roseville provided forms only)
 - 2. Complete system evaluation, including site conditions, system and flow data.
 - 3. Scheduling parameters used to set the irrigation controller.
 - 4. An Irrigation schedule for the landscape provided to the owner.
- D. A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.
- E. Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

3.22 Clean Up

- A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete,

asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

PART 4 - GUARANTEE

4.01 General

- A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- B. All paved areas shall be swept clean and planted areas shall be weed-free.
- C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

4.02 Pre-Final (Punch List) Review

- A. See Section 01 10 00 1.16 - Summary of Work for notification process.

4.03 Establishment

- A. Full automated utilization of the irrigation system shall be included as part of the maintenance of the project. See Section 329000: Planting for additional information.
- B. Program and utilize the establishment schedule as submitted with the turn-in items.
- C. Contractor to run the system in "quantity" mode or "time plus flow" for a minimum of one (1) week.
- D. Check the irrigation system weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth. At no time shall pools of water be present within any part of the project. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Improper irrigation management resulting in flooding or dry conditions to the detriment of plant material may constitute an extension of the establishment period, at no additional cost to the City.

4.04 Final Review

- A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.
- B. Provide necessary training to City staff in the proper operations and maintenance of the booster pump.
- C. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final

acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

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SECTION 32 90 00 PLANTING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of landscape items, including all trees, shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

1.03 Related Work

- A. Section 31 20 00: Earthwork
- B. Section 32 84 00: Irrigation System

1.04 Quality Assurance

- A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.
- B. Plant material shall conform to current "American Standards for Nursery Stock" and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.
- C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.
- D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

1.05 Submittals

A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:

1. Bark mulch material,
2. Certificates of compliance for turf seed mix, soil amendments, fertilizers and hydroseed mix,
3. Sod-grown turf,
4. Soils test-with soil amendment recommendations.
5. Trees
 - a) Submit for approval, plant sources including the names of nurseries proposed as sources of acceptable trees, and a list of the trees they will provide. The plant list shall include the botanical and common name and the size at the time of selection, including basal caliper and height.
 - b) Submit all requests for substitutions of plant species or size for approval. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.06 Soil Testing

- A. Native soil and in-place topsoil shall be tested for amendment determination. Soil Tests shall include soil texture, macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and Organic content.
- B. Submit soils report for review and approval after completion of grading operations. Soil Testing shall be performed by an agriculture-based lab, with detailed, written recommendations for soil amendments and fertilizers specific to ornamental landscape plants and turf.

1.07 Product Delivery, Handling and Storage

- A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.
- B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.
- C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

1.08 Inspection of Plant Material

- A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

If the sample....	then the plant shall be...
is healthy, shapely and well rooted	accepted.
bears a strong central leader	accepted.
is wilted, wind-blown or sunburned	rejected.
is root-bound, restricted or deformed	rejected.
does not bear a strong central leader or has been severely pruned back	rejected.

- B. Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card and Root Management Cue Card. Inspector may require contractor to remove tree or plant stock from plant containers to examine roots.
- C. 15 gal tree needs to have at least 1" in basal caliper, a 24" box tree needs to have at least 2" in basal caliper, a 36" box tree needs to have at least 3" in basal caliper. Basal caliper is measured as 6" above the ground.
- D. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

1.09 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Plants

- A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is

furnished for convenience only. Verify all quantities prior to ordering plant material.

2.02 Turf

A. Turf shall be seed.

B. Seed –

1. 98% pure, weed-free mixture with a minimum of 95% germination. Deliver on-site unopened and in the original containers.
2. 100% Turf Saver RTF (Rhizomatous Tall Fescue) by Barenbrug or accepted equal.
3. Rhizome – Active Tall Fescue Blend by Pacific Coast Seed or accepted equal:
34% Traverse Turf-type Tall Fescue
33% 3rd Millennium Turf-type Tall Fescue
33% Rambler Turf-type Tall Fescue
4. Turf seed mix shall be Blue tag certified.

C. Sod – Tall fescue blend with named, improved turf-type varieties only. Blend shall contain a minimum 25% Lateral Spread, Rhizomatous, or Self-Repair type tall fescue. Sod shall be non-netted, and contain no more than 10% Bluegrass.

D. Seed / Sod must be submitted and accepted by the Project Manager prior to ordering.

2.03 Soil Amendment

A. As recommended by soils test report.

2.04 Mulch

A. Regular “Walk-on” fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645-1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.

B. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

2.05 Topsoil

A. Stockpiled, on-site material.

B. Imported topsoil shall be natural, friable, well-draining, free from admixture of subsoil and foreign objects larger than one inch (1”) in diameter, free from toxins or any other harmful substance which may deter healthy plant growth.

C. Perform a soils test for all imported soil. Soil test shall comply with Section 1.06. Submit soils report for review and approval prior to import activities.

2.06 Pre- and Post- Emergent Herbicide

A. Clean, and non-staining. Consult with a pesticide specialist.

2.07 Tree Stakes and Ties

- A. Trees furnished in #15 nursery containers require 2" diameter stakes. Trees less than 8' in height require an 8' stake; trees 8' or greater in height require a 10' stake. Stakes shall be pine or douglas fir (pressure or non-pressure treated).
- B. Trees furnished in 24" boxes or larger require 3" diameter by 10' long stakes. Stakes shall be, pine or douglas fir (pressure or non-pressure treated).
- C. Tree ties should be cut in length out of flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- D. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

2.08 Native Broadcast Seed

- A. Where required, broadcast seed shall be applied as follows:

1. Upland areas

Elymus glaucus (Blue Wildrye)	10.0 lbs/acre
Nassella pulchra (Purple Needlegrass)	9.0 lbs/acre
Nassella cernua (Nodding Needlegrass)	6.0 lbs/acre
Melica californica (Californiameljc)	3.0 lbs/acre
Vulpia microstachys (Small Fescue)	3.0 lbs/acre
Poa secunda (Native Pine Bluegrass)	3.0 lbs/acre
Bromus carinaws (California Brome)	2.0 lbs/acre

2. Channel / Wetland Edges (bottom to 3' above high water level)

Elymus trachycaulus (Slender Wheatgrass)	12.0 lbs/acre
Hordeum brachyantherum (Meadow Barley)	10.0 lbs/acre
Leymus triticoides 'Yolo' (Creeping Wildrye)	8.0 lbs/acre
Agrostis exarata (Bentgrass)	3.0 lbs/acre
Elymus glaucus (Blue Wildrye)	5.0 lbs/acre

3. Wildflowers (addition to seed mix(es) above, if specified)

Clarkia amoena (Farewell to Spring)	0.5 lbs/acre
Eschscholzia californica (California Poppy)	2.0 lbs/acre
Lupinus nanus {Sky Lupine}	3.5 lbs/acre
Nemophila menziesii (Baby Blue Eyes)	1.5 lbs/acre
Lasthenia californica (Common Goldfields)	1.5 lbs/acre

- B. Areas with sandy, dry soil shall receive: Zorro Annual Fescue 6 lbs/acre, Rose Clover 9 lbs/acre

- C. A fertilizer consisting of 15-15-15 shall be applied at a rate of one half pound per 1,000 square feet. Fertilizer shall be Natural-based, slow release, and balanced in N, P, & K.
- D. Seed for creek banks shall conform to the latest requirements of the California Department of Fish and Game.

PART 3 - EXECUTION

3.01 Site Preparations

- A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.
- B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.
- C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

3.02 Coordination of Work

- A. Coordinate all work with other trades.

3.03 Preparation of Planting and Turf Areas

- A. Upon completion of grading and underground activity, Contractor shall obtain a soils test as outlined in 1.06.
- B. Place stockpiled topsoil in all areas to receive planting or turf to a minimum depth of twelve inches (12").
- C. Rip topsoil surface in two directions to a minimum depth of twelve inches (12").
- D. Spread soil amendments at the rates indicated in the soils report.
- E. Rototill amendments to recommended depths. Till amendments to a depth of 6" or as recommended by soils report.
- F. Remove all rock and debris which are greater than ½ inch in areas to be turfed and one inch (1") in areas to be planted.
- G. All planted and turf areas to be smooth and uniform in grade as shown on the Plans.
- H. Planting areas to be sloped to drain as shown on the Plans.

3.04 Storage of Plants and Trees

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of

- heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period, including weekends and Holidays.
- B. Soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
 - C. All plant materials must be available for observation prior to planting. Any plants determined to be damaged or distressed due to improper watering may be rejected by inspector and shall be replaced at no cost to City.

3.05 Plant Installation

A. Tree and Shrub Planting

1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.
2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.
3. Relocate any plantings taller than 6" in height that fall in front of any irrigation head in order to ensure proper coverage of the irrigation system.
4. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.
5. Prior to tree planting a central leader needs to be established by structural pruning, as necessary. Codominant leaders need to be removed or suppressed by structural pruning. Refer to the CALFIRE "Tree Training", "Tree Planting", and "Tree Quality" cue cards and "Tree and Plant Root Management Standard and Quality Expectations" contained in Section 5 of these Standards.
6. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24" and 36" box tree at least 2 inches of the root ball periphery needs to be removed by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. Refer to the CALFIRE "Root Management" cue card contained in Section 5 of these Standards. This process will

remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.

7. Plant tree at least three inches (2") above grade on mount to prevent bowl effect. The tree's beginning root flare must be located at top of grade with installed sod.
8. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated. For trees, water in by hand after planting using at least ten (10) gallons of water, minimum.
9. Construct berm and place tree stakes and install mulch per the Parks Construction Standards. Mulch is required for trees within the turf area.
10. Where mowing will occur, provide an eight-foot (8') minimum horizontal clearance between trees and other site improvements, including shrubs.
11. Tree ties should be installed via a figure eight loop and each tie shall be secured with a nail on the tree stake. Install two (2) Arbor Ties at $\frac{2}{3}$ of tree height and two (2) Arbor Ties at $\frac{1}{2}$ of tree height.
12. Tree stakes should be inserted into the ground to a minimum depth of 18".

B. Groundcover Planting

1. Place groundcover plants in neat, straight, and parallel rows, triangularly spaced as shown on the Plans and as indicated herein.
2. Start the first row of planting at a distance equal to the on-center spacing required per plan, minimum, from the edge of the adjacent hardscape, mow band or header board.
3. Groundcover shall be installed to the outside edge of the water basins of trees or shrubs.

3.06 Seeding- Turf and Native

(Hydroseeding for turf or natural areas)

- A. Lightly scarify areas to be hydroseeded.
- B. Tank, hose and associated apparatus must be thoroughly clean and free of debris or other material prior to placement/spraying of seed.
- C. Hydroseed turf mix shall contain the following:

Material	Application Rate
Turf Seed	Per Manufacturer's Recommendations
Wood Cellulose Fiber Mulch	60 lbs. per 1,000 SF
Binder	Per Manufacturer's Recommendation
Fungicide turf only	1/3 lb. per 1,000 SF

Fertilizer	Per soils lab recommendation and as approved by Parks, Recreation & Libraries Department
Soil Conditioner	Per Soil Conditioner soils lab recommendation and as approved by Parks, Recreation & Libraries Department

- D. Blend mix in a hydraulic mixer until all material is consistently blended.
- E. Apply mix at a rate of 125 pounds per 1,000 square feet unless otherwise recommended by the manufacturer.
- F. Spray mixture consistently over the area to be hydroseeded. Protect adjacent areas such as paving, walls, play areas and other from overspray.
- G. At the end of each day of spraying operations, clean up all areas where overspray has occurred.
- H. Once seed is placed, it should not be allowed to dry out.

3.07 Sod- Turf

- A. Remove all “humps” and depressions prior to sodding.
- B. Keep all sod rolls shaded and moist prior to installation.
- C. Do not store sod rolls more than one (1) day. Sod shall be laid upon delivery.
- D. Unroll sod one at a time for immediate installation.
- E. Provide tight seam between rolls of sod (less than 1/8” gaps).
- F. Stagger rows so that the ends of sod rolls are stepped.
- G. For turf areas where sod is partially provided, add topsoil at all transition edges to same as finish grade.

3.08 Mulch

- A. Prior to placing mulch, apply post-emergent herbicide to any weeds present, per label directions.
- B. Prior to placing mulch, apply pre-emergent herbicide in all planting areas, per label directions.
- C. Apply three inches (3”) of mulch in all landscape planter areas.
- D. Keep mulch a minimum of three inches (3”) away from the trunks of all woody shrubs and four inches (4”) away from all trees. Taper mulch profile away from this point to prevent subsequent collection of mulch against trunks.

3.09 Watering

- A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.
- B. Continually adjust the irrigation for plant needs regardless of air temperature.

3.10 Clean-up

- A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.
- B. Sweep clean and wash all hardscape areas.
- C. Clean up shall occur, at minimum of once a week, at the end of the work week.
- D. Maintain the entire site in a clean condition to the satisfaction of the City.

3.11 Pre-Final (Punch List) Review

- A. See Section 011000 1.16 of the Summary of Work for notification process.
- B. The following conditions must be met in order for planting to be considered towards substantial completion, as required to enter into the establishment period described in Section 011000, 1.16:
 - 1. For seeded turf:
 - a. Upon completion of the second mowing of completely germinated turf. Second mowing is defined as full coverage of turfed area 90% weed free.
 - b. Root depth – Turf grass roots shall be healthy, creamy-white in color and be 4" or greater in length/depth as measured from the soil surface to root tip. This shall be consistent throughout turfed area.
 - c. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
 - 2. For sodded turf:
 - a. Accepted installation of the sod.
 - b. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.
 - 3. For trees and shrubs:
 - a. Trees and shrubs shall be properly installed, and with no visible signs of stress due to soil fertility, moisture, disease or pests.

3.12 Establishment Period

- A. Active maintenance is required throughout the entire establishment period:
 - 1. Maintain turf to a height of two and one half inches (2-1/2") for cool season turf varieties and one and one half inches (1-1/2") for warm season turf varieties. Maintained height shall be measured from the surface of finish grade to the top of the leaf blade throughout the establishment period, and mowed as frequently as required to maintain said height. At no time shall the leaf blade be mowed or cut more than 1/3 of the length of the blade. Root mass/depth must remain consistent as measured at the start of establishment or greater.
 - 2. Edge all turf areas along hardscape edges.
 - 3. Re-seed all bare areas within the turf as soon as evident.
 - 4. Immediately replace all dead plants.

5. As necessary, raise all trees and shrubs which have sunk within the plant pit beyond the levels indicated in the Standard details.
 6. Keep all areas free of weeds, pests and disease.
 7. For trees located in turf areas, maintain a circle free of turf at a distance described in the Standard details
- B. Prior to the start of the final thirty (30) days of establishment:
1. All plant replacements shall be completed.
 2. All plantings and turf shall be thriving and in a healthy condition.
 3. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

3.13 Final Review

- A. The Inspector shall review the site for completion of items noted, but not limited to, "B" below. All corrective action is required to enter into the final thirty (30) days of establishment.
- B. The site shall be prepared for review, by ensuring that:
1. All spray heads have been properly adjusted,
 2. Dead plants have been replaced,
 3. Planting areas have been weeded,
 4. Turf areas have full germination, are consistent in green color and are weed-free,
 5. Walkways and paved areas have been swept and washed, and
 6. Turf roots meet standards outlined in 3.10
- C. Failure to complete any one or all of the above items may constitute non-performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City.

PART 4 - GUARANTEE

4.01 General

- A. Contractor shall provide a written guarantee covering all plant materials (trees & shrubs) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

(For all park construction projects)

- B. All plants, except those provided by the City, shall be warranted for a period of one (1) year, commencing on the date of final acceptance. The warranty shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

(For all streetscapes, street landscape frontage, street medians and Lighting & Landscape District projects.)

C. All plants, except those provided by the City, shall be warrantied for a period of nine (9) months, minimum, commencing on the date of final acceptance. Warrantee responsibilities expire upon acceptance and approval of the "Notice of Completion" for the overall development project. The warrantee shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

END OF SECTION

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 33 00 00 UTILITIES

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition, for storm drainage throughout the project and for sanitary sewer installations within the public rights-of-ways, easements, or as shown on the improvement plans shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Building Code (CBC) for sanitary sewer installation within the project site, outside of the public right-of-way or easement shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of the storm drain system and sanitary sewer pipe, and necessary appurtenances as shown on the Plans and as specified herein.
- B. Submit a materials listing for review and approval prior to commencement of specified work.

1.03 Related Work

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 31 20 00: Earthwork

1.04 Safety Requirements

- A. Furnish, install and maintain required sheeting, shoring, bracing, and other methods to ensure complete and safe work environment for all workers. Upon completion of work, remove all bracing, shoring, etc. in its entirety, unless otherwise directed by the Inspector.
- B. Prior to excavation or trenching, the Contractor shall contact USA Alert (800) 227-2600 to locate all known utilities a minimum of 48 hours prior to start of work. During the course of construction, the Contractor shall take every precaution to maintain and protect utilities noted to remain. Said utilities shall remain operational at all times, unless otherwise noted on the plans.

- D. The existing utilities are shown on the Plans based on the information available at the time of contract document development. The City shall not assume responsibility for any inaccuracies or incompleteness of the Plans based on such information. The Contractor shall immediately notify, upon damage of any pipeline or facility, the Owner and/or its agents and take every action necessary to repair or replace damaged facilities to the satisfaction of the Inspector, and at no additional cost to the City.
- E. Trenches, excavations and repair of pavement shall be consistent with Section 31 20 00: Earthwork.

1.05 Coordination

- A. The piping system as shown on the Plans is diagrammatic. The Contractor shall make reasonable adjustments to the layout to avoid conflicts, based on actual field conditions. Said changes shall not interfere with the design intent of the system.

1.06 Tolerance

- A. The allowable tolerance for the installation of pipe is 0.05 feet within grades or spot elevations indicated on the Plans.

1.07 Product Storage

- A. Take every precaution to protect the materials and pipes from damage during the delivery, storage and installation of the pipe system. Store in a cool, contained area, protected from direct sunlight and per manufacturer's recommendations. Pipe shall be supported on firm level ground at the site.

1.08 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the storm drain and sanitary sewer system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 General

- A. All products shall conform to City of Roseville Design and Construction Standards, latest edition, except as noted below.

2.02 Drain Pipe

- A. Solid drainpipe shall be PVC SDR 35 and shall conform to ASTM D1784, or accepted equal. Gasketed connections shall conform to ASTM F477.

- B. Perforated drainpipe shall be smooth walled PVC, open per Caltrans Section 68-1.02K, or accepted equal.

2.03 Drain Rock

- A. Drain rock shall be Class 2 washed, $\frac{3}{4}$ " diameter.

2.04 Filter Fabric

- A. Filter fabric shall be MiraDRAIN 5000, or accepted equal.

2.05 Drains

- A. Drain Inlets shall be pre-cast and a minimum size of twenty-four inches (24") square or round by Jensen Precast, or accepted equal.
 - 1. Grate shall be heavy duty, cast iron, walk-on, and bolt down.
 - 2. Box extensions shall be Jensen Precast, or accepted equal.
 - 3. The base shall be six inches (6") thick.
 - 4. Walls shall be six inches (6") thick.
 - 5. A "No Dumping" Metal Storm Drain Marker shall be affixed to the concrete color of each drain inlet (See Detail DR-20)
 - 6. Contractor may install cast-in-place drain inlets in lieu of pre-cast drain inlets. Submit shop drawings and concrete mix design for review and approval.
- B. Channel Drains for baseball/softball backstop areas shall be Polycast 600 series pre-sloped trench drains with galvanized steel slotted grates or accepted equal.
- C. Sanitary sewer clean outs shall be as specified in the City of Roseville, Design and Construction Standards, latest edition.

2.06 Manholes

- A. Manholes shall have tongue and groove joints, be forty-eight inches (48") minimum in diameter, meeting ASTM C-478.
- B. Covers shall be cast iron.
- C. All components shall conform to the City of Roseville Design and Construction Standards, latest edition.

2.07 Tracer Wire

- A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

2.08 Sanitary Sewer Pipe

- A. Vitrified clay pipe (VCP) shall be as specified in Section 91 Sanitary Sewer in the City of Roseville, Design and Construction Standards, latest edition.
- B. PVC SDR 35 may be used for drinking fountain drain applications only, with prior approval, and shall conform to ASTM D3034.

2.09 Potable Water Warning Tape

- A. On sites with both Recycled water and potable water lines. Blue plastic tape, 3 inches wide, with the words "CAUTION: POTABLE WATERLINE" imprinted in minimum 1-inch high, black letters. Imprinting shall be continuous and permanent.

2.10 PVC Water Pipe: Sizes 1/8 Inch Through 3 Inch

- A. Pipe and Fittings: ASTM D1785, Schedule 40. [Schedule 80 and 120 are also available. Pressure ratings up to 260 psi are achievable with schedule 40]
- B. Joints: Restrain with solvent cement. Do not use threaded pipe.
- C. Solvent Cement: ASTM D2564.

2.11 Gravity Sewer Pipe Cleanout

- D. Piping: Same as sanitary sewer line if possible
- E. Top Cap: Threaded and of same material as piping if possible
- F. Box Size: As required to provide access and allow easy removal and reinstallation of cap
- G. Box Types:
 - 1. Non-Traffic Areas: Portland cement concrete box and box cover, light duty
 - 2. Traffic Areas: Portland cement concrete box and box cover or steel or cast iron cover, heavy duty, both box and cover to be rated for AASHTO H20 loading
- H. Box Cover Markings: "SANITARY SEWER" unless otherwise specified
- I. Available Manufacturers: Subject to compliance with requirements, box manufacturers offering products that may be incorporated into the Project include, but are not limited to the following:
 - 3. Associated Concrete Products, Inc.
 - 4. Brooks Products Inc.
 - 5. Christy Concrete Products, Inc., or approved equal

2.12 Storm Drain Pipe Cleanout

- A. Piping: Same as storm drain line if possible
- B. Top Plug or Cap: Same material as piping if possible. Plug or cap to be secure but removable, threaded or non-threaded.

- C. Box Size: As required to provide access and allow easy removal and reinstallation of cap
- D. Box Types
 - 1. Non-Traffic Areas: Portland cement concrete box and box cover, light duty
 - 2. Traffic Areas: Portland cement concrete box and box cover or steel or cast-iron cover, heavy duty, both box and cover to be rated for AASHTO H20 loading
- E. Box Cover Markings: "S.D.," unless otherwise specified.
- F. Available Manufacturers: Subject to compliance with requirements, box manufacturers offering products that may be incorporated into the Project include, but are not limited to the following:
 - 6. Associated Concrete Products, Inc.
 - 7. Brooks Products Inc.
 - 8. OldCastle Precast/Christy Concrete Products, Inc.
 - 9.

PART 3 - EXECUTION

3.01 General

- A. All pipes shall slope uniformly from given elevations shown on the Plans.
- B. All pipes shall be accurately laid true to line and grade, utilizing accepted construction methods.
- C. Damaged or cracked pipe and fittings shall not be installed and shall be removed from site.
- D. Install all pipe in locations shown on the Plans, except where existing conditions necessitate minor changes.
- E. All pipe and fittings shall be kept clean and closed throughout the course of construction.
- F. Connections to existing sanitary sewer stubs shall be "TV-ed" and air tested prior to the start of construction per the City of Roseville Design and Construction Standards, latest edition.

3.02 Installation

- A. Installation of the specified pipe lines shall conform to the City of Roseville Design and Construction Standards, latest edition.
- B. Notify the Inspector a minimum of 48 hours prior to covering of work to ensure timely inspections.
- C. Cutting of AC or concrete paving shall be clean, vertical and straight, using a saw, or other tool specific to this application. Replace paving to existing or better condition prior to work.
- D. Trench and backfill shall be per City of Roseville Design and Construction Standards, latest edition.

- E. Catch basins and drain inlets shall be installed with a concrete collar with “No Dumping” message and fish symbol depressed into the concrete or bolted in place, consistent with Drawing DR-20 the City of Roseville Design and Construction Standards, latest edition.
- F. Drain inlets installed in mulched planter areas shall have a 12-inch wide collar of 2- to 6-inch river cobble placed over filter fabric.
- G. Channel drains shall be set per manufacturer’s instructions. Place slotted grates along the entire length of the backstop, including wing fencing, wherever concrete is placed adjacent to the backstop system. Provide a below grade piped connection at all gate openings into the infield area. Do not install grated drain sections at these entry/exit points.
- H. Manholes shall be per City of Roseville Design and Construction Standards, latest edition. Install grate flush with finish grade.
- I. Sanitary Sewer Clean-outs shall be installed with 3M ball markers and shall be located within planted or turf areas, whenever possible. Place clean-outs at 100’ intervals throughout the project. Clean-outs shall not be located within play areas. Install per City of Roseville Design and Construction Standards, latest edition.
- J. Upon completion, thoroughly flush storm drain system in the presence of the Parks Inspector.
- K. Installation of additional products not listed in the City Standards.

3.03 Tracer Wire

- A. Install tracer wire on top of the potable water lines
- B. Tracer wire shall be continuous with no splices.

3.04 Potable Water Warning Tape

- A. To be used on all potable water piping installed within the same project limits as on-site recycled water piping.
- B. Install plastic warning tape in pipe backfill, six inches above pipe, for the entire length of the pipe.

3.05 Cleaning

- A. Keep site clean at all times. Remove from the site all debris and rubbish and legally dispose.

END OF SECTION



**GEOTECHNICAL ENGINEERING INVESTIGATION REPORT
CITY OF ROSEVILLE
JM-50 PARK
ROSEVILLE, CALIFORNIA**

BSK PROJECT NO.: G22-025-11S

PREPARED FOR:

QUADRIGA, INC
1415 21ST STREET STUDIO A
SACRAMENTO, CA 95811

March 24, 2022

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Figure 2 – Site Plan

APPENDIX A – Boring Logs

Figure A-1 – Unified Soil Classification System (ASTM D2487/D2488)

Figure A-2 – Soil Description Key

Figure A-3 – Log Key

Figure A-4 – Rock Classification

Logs of Borings B-1 through B-8

APPENDIX B – Laboratory Test Results

Figure B-1 – Atterberg Limits (ASTM D4318)

Figure B-2 – Consolidated Undrained Direct Shear Test (ASTM D3080M)

Figure B-3 – Grain Size Analysis of Soils (ASTM D422)

Figure B-4 – R-value Test (ASTM D2844)

CERCO Analytical Results (2 pages)

APPENDIX C – Important Information about this Geotechnical Engineering Report



3140 Gold Camp Drive Suite 160
Rancho Cordova CA 95670
P 916.853.9293
www.bskassociates.com

Sent via e-mail: christine@quadriga-inc.com

March 24, 2022

BSK Project No. G22-025-11S

Ms. Christine Talbot, President
Quadriga, Inc.
1415 21st Street Studio A
Sacramento, CA 95811

**SUBJECT: Geotechnical Engineering Investigation Report
City of Roseville Parks
JM-50 Park
Roseville, California**

Dear Ms. Talbot:

We are pleased to submit our geotechnical engineering investigation report for the planned improvements at JM-50 Park in Roseville, California. A Vicinity Map showing the location of the project is presented on Figure 1. This report contains a description of our site investigation methods and findings, including limited field and laboratory data. The purpose of this investigation was to obtain and classify soil samples in order to provide geotechnical recommendations for the planned improvements and additions. The scope of services, as outlined in our proposal (BSK Proposal No. GS21-21680) dated March 2, 2021, included the following:

- Field Exploration,
- Laboratory testing,
- Engineering analysis, and
- Preparation of this report.

This investigation specifically excludes the assessment of site environmental characteristics, particularly those involving hazardous substances.

1. SITE AND PROJECT DESCRIPTION

The JM-50 Park (Site) is located between Monarch Grove Street and Upland Drive in Roseville, California (Site). The approximately 11-acre park parcel is situated within a residential area of the City of Roseville bordered by Monarch Grove Street on the west, Upland Drive on the east, residential housing towards the south, and undeveloped land bordering the north end of the park. The Site is mostly undeveloped and is covered by seasonal wild grass. The topography of the Site is essentially flat with elevations ranging from about 109 to 115 feet according to elevations provided on Google Earth Pro.

We understand that the planned improvements could consist of the construction of shade structures, playground equipment, new play fields, a restroom building, a comfort station, picnic areas, flatwork, new AC driveway and parking lots, new lighting, underground utilities, and new landscaping. Although grading plans are not currently available for the project, we assume that the grading for the project will be limited to cuts on the order of 2 to 3 feet to attain desired finished grades and provide proper drainage. Excavations for new underground utility lines and bioretention areas are expected to be up to about 5 feet below the existing ground surface (BGS).

If the actual project differs significantly from that described above, particularly the amount of grading anticipated, we should be contacted to review and/or revise the conclusions and recommendations presented in this report.

2. SUBSURFACE INVESTIGATION

Our investigation was performed on February 22, 2022, and consisted of drilling eight (8) exploratory borings (labeled B-1 through B-8) at the approximate locations shown on the Site Plan, Figure 2. The borings were drilled using a truck-mounted drill rig equipped with hollow-stem augers to depths ranging from approximately 2 to 31 feet BGS. The borings were logged by a BSK field representative on a full-time basis and soil samples were obtained from the borings at selected intervals. Taber Drilling of West Sacramento, California was subcontracted to provide drilling services.

Prior to subsurface investigation, Underground Service Alert (USA) was contacted to provide utility clearance. A drilling permit was also obtained from the City of Roseville. Upon completion of the subsurface investigation, the borings were backfilled with cement grout per the City permit requirements. Excess soil cuttings generated during drilling were left in unimproved areas of the Site.

The locations of the borings were estimated by our field representative based on rough measurements from existing features at the Site. Elevations shown on the boring logs were estimated using the elevation information available on Google Earth Pro. As such, the elevations and locations of the borings should be considered accurate to the degree implied by the methods used.

Relatively undisturbed samples of the subsurface materials were obtained using a split barrel sampler with a 2.5-inch inside diameter (I.D.) and a 3-inch outside diameter (O.D.) fitted with stainless steel liners. In addition, a 1.4-inch I.D. Standard Penetration Test (SPT) sampler was driven at selected depths to obtain disturbed samples. The samplers were driven 18 inches using a 140-pound, semi-automatic trip hammer falling 30 inches. Blow counts for successive 6-inch penetration intervals were recorded on the boring logs. After the samplers were withdrawn from the boreholes, the samples were removed, sealed to reduce moisture loss, labeled, and returned to our laboratory. Prior to sealing the samples, strength characteristics of the cohesive soil samples recovered were evaluated using a hand-held pocket penetrometer. The results of these tests are shown adjacent to the sample locations on the boring logs.

We also collected disturbed bulk samples of the surficial soils from the upper 0 to 5 feet BGS at borings B-1, B-3, B-4, B-6, and B-7.



Soil classifications made in the field from auger cuttings and samples were re-evaluated in the laboratory after further examination and testing. The soils were classified in the field in general accordance with the Unified Soil Classification System (Visual/Manual Procedure - ASTM D2488). Where laboratory tests were performed, the designations reflect the laboratory test results in general accordance with ASTM D2487 as presented on Figure A-1 in Appendix A. The Soil Description Key, Log Key, Rock Classification are presented on Figures A-2, A-3, and A-4. Sample classifications, blow counts recorded during sampling, and other related information were recorded on the soil boring logs, which are also presented in Appendix A. A discussion of the subsurface conditions encountered at the Site is presented in the "Subsurface Conditions" section of this report.

3. LABORATORY TESTING

Our laboratory testing program consisted of performing dry density and moisture content, Atterberg limits, sieve and hydrometer analysis, Resistance (R) value, direct shear (DS), and corrosivity testing. Most of the test results are presented on the boring logs. Atterberg limits, R-value, sieve and hydrometer analysis, and DS test results are presented graphically in Appendix B.

Analytical testing was performed on a sample of the near-surface soils in the upper 2½ feet collected from boring B-2 to assist in evaluating the corrosion potential of the on-site soils. The corrosion results are also presented at the end of Appendix B.

4. SITE GEOLOGY AND SEISMICITY

The Site is located in the eastern part of the Great Valley geomorphic province and more specifically, the southeast portion of the Sacramento Valley, an elongated, mostly flat alluvial plain extending southward from the southern end of the Cascade Range to the northern portion of San Joaquin County. The Great Valley is an approximately 50-mile-wide and 400-mile-long lowland. It forms a broad synclinal trough consisting primarily of unconsolidated Pleistocene and Holocene deposits underlain by Jurassic to Tertiary sediments. East of the Site, the relatively flat geomorphology transitions into the foothills of Sierra Nevada, which generally consist of pre-Cretaceous metamorphic rocks, Mesozoic ultramafic rocks, and Mesozoic granitic rocks.

According to Gutierrez (2011¹), the Site is mapped as the Pleistocene Riverbank Formation, Middle unit (map symbol Qr₂), which consists of arkosic alluvium, sand, and silt. A portion of Gutierrez's geologic map of the Site and surroundings is included below as Exhibit 1 – Site Geology Map.

¹ Gutierrez, C.I., 2011, Preliminary Geologic map of the Sacramento 30' x 60' quadrangle, California, California Geological Survey, series unknown, 1:100,000.





The Site is not located within an Alquist-Priolo Earthquake Fault Zone and no mapped active fault traces are known to traverse the Site. The Site is located in the Roseville topographic quadrangle. This quadrangle has not been evaluated by the California Geological Survey during its ongoing effort to map landslide and liquefaction related hazard zones.

5. SUBSURFACE CONDITIONS

Our borings generally encountered interbedded layers of hard to very hard sandy silt and medium dense to very dense sand with varying amounts of silt. Lean clay was observed in the upper 2 to 3 feet BGS in borings B-2 and B-7 and from about 23 to 30 feet BGS in boring B-3. Highly weathered siltstone was encountered at a depth of about 30 feet BGS at boring B-3. Based on our Atterberg limits test results (see Figure B-1), the near-surface silt soils exhibit a low to moderate expansion potential.

Free groundwater was not observed within the maximum exploration depth of our borings (approximately 31 feet BGS). According to the California Department of Water Resources Water Data Library², groundwater was measured at approximately 125 feet BGS in early 2020 in a nearby well (Well 381626N1213651W001) located adjacent to the east side of the Site. It should be noted that groundwater levels can fluctuate depending on factors such as seasonal rainfall, groundwater withdrawal, and construction activities on this or adjacent properties.

² California Department of Water Resources (CDWR), Groundwater Level Data,
<https://wdl.water.ca.gov/waterdatalibrary/Map.aspx>

The above is a general description of soil and groundwater conditions encountered within the project area. For a more detailed description of the soils encountered, refer to the boring logs in Appendix A. Soil and groundwater conditions can deviate from those conditions encountered at the boring locations. If significant variation in the subsurface conditions is encountered during construction, it may be necessary for BSK to review the recommendations presented herein and recommend adjustments as necessary.

6. CONCLUSIONS

The planned renovations at the JM-50 Park are geotechnically feasible provided the conclusions and recommendations contained in this report are properly incorporated into the design and construction of the project.

Due to the nature of the planned improvement, our scope of services excluded evaluation of the Site's liquefaction potential (typically evaluated by advancing one or more exploration point to a depth of at least 50 feet BGS). However, groundwater is anticipated to be below 50 feet BGS, therefore the potential for liquefaction induced settlement is anticipated to be very low.

7. RECOMMENDATIONS

Presented below are our recommendations for earthwork, foundations, seismic considerations, retaining walls, exterior concrete flatwork, pavements, site drainage, storm water runoff mitigation, and construction considerations associated with the planned improvements for the Site.

7.1 Site Preparation and Grading

Our general site preparation and grading recommendations are as follows:

1. The areas to be graded should be cleared of debris, significant surface vegetation and obstructions including abandoned underground pipes, leach fields, septic tanks, foundations and concrete slabs. Stripped surface organics should be stockpiled and may be reused only in landscaping areas or disposed off-site.
2. The root system of trees to be demolished (if any) should be removed. The removal of the tree roots could disturb several feet of the near-surface soils. If these disturbed soils are not being removed by design cuts, the disturbed soils should be overexcavated and replaced with compacted engineered fill.
3. Existing pipelines crossing the Site to be abandoned should be removed whenever feasible. Abandoned pipes to remain should be capped at both ends if smaller than 2 inches in diameter or be filled with 1-sack sand-cement slurry if greater than 2 inches in diameter. Existing pipelines to remain, including subdrain lines, should be carefully located and protected during demolition and during construction.
4. From a geotechnical standpoint only, the on-site soils are generally suitable for re-use as general engineered fill provided they contain less than 3 percent by dry unit weight of organic matter and are free of debris, vegetation, and other deleterious matter and properly processed so that



particle sizes are not greater than 3 inches in largest dimension. At least 90 percent by weight of the fill/backfill materials should be passing the 1-inch sieve. All fill materials should be subject to evaluation and approval by a BSK representative prior to their use.

If zones of loose/soft or saturated soils are encountered during excavation and compaction, deeper excavations may be required to expose firm soils. This should be evaluated in the field by a BSK representative. Where deleterious matter is encountered in excavations, this material should be overexcavated and disposed off-site.

5. Proper granular bedding and shading should be used beneath and around new utilities. Imported fill material to be used as general fill should not be classified as being more corrosive than “moderately corrosive.” **Imported fill, including “non-expansive” fill**, should be granular in nature, adhere to the above gradation recommendations, and conform to the minimum criteria presented in the table below (unless otherwise permitted by BSK). Highly pervious materials such as pea gravel or clean sands are not recommended because they permit transmission of water to the adjacent and/or underlying soils.

IMPORT FILL AND “NON-EXPANSIVE” FILL CRITERIA	
Plasticity Index	12 or less
Liquid Limit	Less than 30%
% Passing #200 Sieve	8% – 40% (general fill) Less than 8% (bedding and shading)

6. Following stripping and removal of deleterious materials, the Site should be scarified to a minimum depth of 12 inches, moisture conditioned to near optimum moisture content for granular soils and at least 2 percent above optimum moisture content for clayey soils and re-compacted to a minimum of 90 percent relative compaction. Relative compaction refers to the in-place dry density of soil expressed as a percentage of the maximum dry density determined by ASTM D1557 compaction test procedures. Optimum moisture is the water content (percentage by dry weight) corresponding to the maximum dry density. Scarification and recompaction should extend laterally a minimum of 5 feet beyond the limits of structures (defined as the outside perimeter of foundation outer limits) and 3 feet beyond the edge of flatwork, pavers, and pavements, where feasible.
7. Where fills/backfills are greater than 7 feet in depth below finish grade, the zone below a depth of 7 feet should be compacted to a minimum of 95 percent compaction.
8. **In areas to be exposed to vehicular traffic**, the upper 12 inches of the soil subgrade immediately below the aggregate base layer should be compacted to a minimum of 95 percent relative compaction at near optimum moisture content for granular soils and to a minimum of 92 percent relative compaction at least 2 percent above optimum moisture content for clayey soils. Subgrade preparation should extend a minimum of 3 feet laterally beyond the edge of flatwork, pavers, and pavements, where feasible. The aggregate base layer underneath such flatwork and pavement should be compacted to a minimum of 95 percent relative compaction at near optimum moisture content. In addition to these compaction requirements, areas to be exposed to vehicular traffic



- should firm and stable and should be proof rolled with a heavy piece of construction equipment, such as a loaded dump truck or water truck, to check for signs of subgrade instability.
9. Unless otherwise indicated above, all fill and backfill should be placed in thin lifts up to 8-inch maximum uncompacted thickness, properly moisture conditioned to at least 2 percent above optimum moisture content for clayey soils and to near optimum moisture content for granular soils, and compacted to at least 90 percent compaction per ASTM D1557. Aggregate base should be moisture conditioned to near-optimum moisture content.
 10. Observations and compaction testing should be carried out by a BSK representative during grading and backfill operations to assist the contractor in obtaining the required degree of compaction and proper moisture content. Where the moisture content or compaction is outside the range required, additional compactive effort and adjustment of moisture content should be made until the specified compaction and moisture conditioning is achieved.
 11. BSK should be notified at least 48 hours prior to any grading and backfill operations. The procedure and methods of grading may then be discussed between the contractor and BSK.

7.2 New Utility Trench Excavation and Backfill

All excavations should conform to current OSHA requirements for work safety. Where trenches or other excavations extend deeper than 5 feet, the excavations may become unstable and should be evaluated by the contractor to monitor stability prior to personnel entering the trenches. Shoring or sloping of any trench wall may be necessary to protect personnel and to provide stability. It is the contractor's responsibility to follow OSHA temporary excavation guidelines and grade the slopes with adequate layback or provide adequate shoring and underpinning of existing structures and improvements, as needed. Slope layback and/or shoring measures should be adjusted as necessary in the field to suit the actual conditions encountered, in order to protect personnel and equipment within excavations.

Free groundwater was not observed within the maximum depth of our investigation (approximately 31 feet BGS) and is anticipated to be deeper than 50 feet BGS based on a nearby monitoring well. However, the actual depth at which groundwater may be encountered in trenches and excavations may vary. As a minimum, provisions should be made to ensure that conventional sump pumps used in typical trenching and excavation projects are available during construction in case substantial runoff water accumulates within the excavations as a result of wet weather conditions or if water seepage from leaking pipelines or other exposed improvements within excavations is encountered.

Material quality, placement, and compaction requirements for utility bedding and shading materials³ should meet applicable agency requirements. Utility trench backfill above the shading materials may consist of on-site soils provided they are free of organics, debris, rock over 3 inches in largest dimension, and other deleterious material. Backfill materials should be placed in lifts not exceeding 8 inches in loose

³ Bedding material typically consists of sand used to backfill a few inches (typically 3 to 6 inches) below the invert elevation of a pipe. Shading material typically consists of sand used to backfill around and a few inches (typically 6 to 12 inches) above the top of a pipe.



thickness, moisture conditioned, and compacted to the requirements provided in the "Site Preparation and Grading" section of this report.

Where new utility trenches extend from the exterior into the interior limits of a building, lean concrete or sand-cement slurry (1-sack mix) should be used as backfill material for a distance of 2 feet laterally on each side of the perimeter footing centerline to reduce the potential for the trench to act as a conduit for exterior surface water. In addition, where new utilities cross through exterior footings, flexible waterproof caulking should be provided between the sleeve and the pipe. Utility trenches located in landscaped areas should be capped with a minimum of 12 inches of compacted on-site clayey soils.

7.3 Foundation Recommendations

7.3.1 Spread Footings and Mat Foundations

We recommend the criteria presented in the tables below should be incorporated into the design of spread footings and mat foundations for this project. A continuous perimeter footing should be constructed for the restroom building (unless it is supported on a mat foundation) to reduce the potential for moisture fluctuation underneath this structure, which could lead to vertical movement associated with shrinkage/swell cycles.

FOOTING DESIGN CRITERIA	
Static Allowable Bearing Capacity ¹	2,500 psf
Seismic/Wind Allowable Bearing Capacity ¹	3,750 psf
Passive Resistance (Equivalent Fluid Pressure) ^{2,3}	300 pcf
Allowable Lateral Sliding Resistance Adhesion ³	500
Minimum Embedment Depth ⁴	18 inches
Minimum Width	12 inches (continuous) 18 inches (isolated)
Notes: 1. Includes a factor of safety of at least 3 for static loading and at least 2 for transient loading (i.e., seismic or wind conditions). 2. Neglect upper 1 foot if surface is not confined by concrete slab or pavement. For foundations located on or proximate to sloping ground, the passive resistance should be neglected in the upper portion of the foundation until there is a horizontal distance of at least 7 feet between the slope face and the nearest edge of the foundation. 3. The sliding resistance and passive resistance may be used concurrently, and the passive resistance can be increased by one-third for wind and/or seismic loading. Values include a factor of safety of at least 1½. The sliding resistance adhesion should be multiplied by the foundation area to obtain horizontal sliding resistance. 4. Below lowest adjacent grade considered to be bottom of slab on the interior or finished grade on the exterior.	

MAT SLAB FOUNDATION CRITERIA ¹	
Static Allowable Bearing Capacity ²	1,500 psf
Seismic/Wind Allowable Bearing Capacity ²	2,250 psf
Passive Resistance (Equivalent Fluid Pressure) ^{3, 4}	300 pcf
Allowable Coefficient of Friction ⁴	0.3
Modulus of Vertical Subgrade Reaction ⁵	120 psi/in
Minimum Slab Thickness ⁶ at the Edges	12 inches
Notes: 1. Mat slab foundations should be supported on a minimum of 12 inches of compacted Caltrans Class 2 aggregate base to provide enhance slab support. If moisture vapor through the slab is objectionable, the use of a vapor barrier at least 15 mils thick (meeting the requirements of the "Floor Slab Moisture" of this report) and capillary moisture break consisting of a minimum 6-inch-thick layer of crushed drain rock should be considered by the designer. If used, the crushed drain rock layer may substitute an equivalent amount of the recommended aggregate base layer. The crushed rock layer should be ¾-inch maximum size with no more than 10 percent by weight passing the #4 sieve. 2. Includes a factor of safety of at least 3 for static loading and at least 2 for transient loading (i.e., seismic or wind conditions). 3. Neglect upper 1 foot if surface is not confined by concrete slab or pavement. For foundations located on or proximate to sloping ground, the passive resistance should be neglected in the upper portion of the foundation until there is a horizontal distance of at least 7 feet between the slope face and the nearest edge of the foundation. 4. The sliding resistance and passive resistance may be used concurrently, and the passive resistance can be increased by one-third for wind and/or seismic loading. Values include a factor of safety of at least 1½. The coefficient of friction should be multiplied by the normal force to obtain horizontal sliding resistance. 5. Based on a one square foot bearing plate. This unadjusted value needs to be adjusted for the actual size of the mat as follows: a. Multiply by $[(m+0.5)/(1.5 \times m)]$ where m is the ratio of the mat length divided by its width (unitless). b. If a computer program is used to design the mat for this project and it requires the input of a modulus of subgrade reaction for the Site, the designer should check whether the program requires input of the unadjusted or adjusted modulus of vertical subgrade reaction. 6. Below lowest adjacent finished grade. The slab designer should determine the slab concrete thickness and reinforcing.	

Provided that the foundations are designed according to the recommendations presented above and constructed properly, total and differential settlements are estimated to be less than about 1-inch and ½-inch, respectively. Differential settlement is defined in this report as the vertical difference in settlement between adjacent foundation supports or across a horizontal distance of 30 feet, whichever is less. A majority of the estimated elastic settlement is expected to occur during construction as the foundation is loaded.

Where foundations are located adjacent to below-grade structures (including existing footings) or near major underground utilities, the foundation should extend below a 1H:1V (horizontal to vertical) plane projected upward from the structure foundation or bottom of the underground utility to avoid surcharging the below grade structure and underground utility with foundation loads.

Concrete for foundations should be placed neat against firm native soil or engineered fill. **It is critical that foundation excavations not be allowed to dry before placing concrete.** If shrinkage cracks appear in the foundation excavations, the excavations should be thoroughly moistened to close all cracks prior to concrete placement. The foundation excavations should be monitored by a representative of BSK for compliance with appropriate moisture control and to confirm the adequacy of the bearing materials.

7.3.2 Drilled Piers

We recommend the following criteria be incorporated into the design of drilled pier foundations for this project.

DRILLED PIER FOUNDATION CRITERIA	
Static Allowable Downward Skin Friction ¹	55DL ² lbs
Seismic/Wind Allowable Downward Skin Friction ¹	75DL ² lbs
Passive Resistance (Equivalent Fluid Pressure) ²	300 pcf
Minimum Pier Diameter	18 inches
Minimum Pier Depth Below Ground Surface	5 feet
Minimum Pier Center to Center Spacing	3D ³ (axial loading) 6D ^{3,4} (lateral loading)
Notes: 1. D = pier diameter (feet). L = total embedment length (feet). Includes a factor of safety of at least 2 for static loading and at least 1½ for transient loading (i.e., seismic or wind conditions). Uplift resistance may be taken as 2/3 of downward capacity. Weight of piers may be used to resist upward loading. 2. Neglect upper 1 foot if surface is not confined by concrete slab or pavement. For piers located on or proximate to sloping ground, the passive resistance should be neglected in the upper portion of the piers until there is a horizontal distance of at least 7 feet between the slope face and the nearest edge of the piers. Passive resistance should be limited to 2,500 psf and may be applied to twice the diameter of the piers. Passive resistance may be increased by 1/3 for seismic or wind loads. Value includes a factor of safety of at least 1½. 3. D = pier diameter. Minimum spacing for lateral loading only applies to piers aligned in the direction of loading (i.e., one or more piers shadow another pier). 4. For piers spaced less than 6D apart and where the loading direction is such that there is one or more trailing pier(s) shadowing the leading pier, reductions to lateral capacity of the trailing pier(s) should be applied as follows: a. For trailing⁴ piers spaced 3D (D = pier diameter) apart, reduce trailing pier capacity by 50 percent (multiply contribution of trailing piers to group capacity by 0.5), b. For trailing piers spaced between 4D and 5D apart, reduce trailing pier capacity by 40 percent (multiply contribution of trailing piers to group capacity by 0.6), c. For trailing piers spaced 6D or greater apart, no reduction is needed, and d. For trailing piers spaced between 3D and 4D apart and 5D and 6D apart, interpolate the reduction factors provided above.	

Provided that the drilled piers are designed according to the recommendations presented above and constructed properly, the total and differential settlements are estimated to be less than about ½-inch

⁴ The leading pier is defined as the pier that has no pier in front of it in the direction of lateral loading, while the trailing pier is defined as the pier that is behind (i.e., shadows) the leading pier in the direction of lateral loading.



and ¼-inch, respectively. Differential settlement is defined in this report as the vertical difference in settlement between adjacent foundation supports or across a horizontal distance of 30 feet, whichever is less. A majority of the estimated elastic settlement is expected to occur during construction as the foundation is loaded.

We recommend that drilled pier steel reinforcement and concrete be placed within about 4 to 6 hours upon completion of each drilled hole. As a minimum, the holes should be poured the same day they are drilled. If the holes cannot be backfilled the same day they are drilled, the hole needs to be checked for caving, sloughing or squeezing prior to setting the rebar cage and checked again before pouring concrete. The steel reinforcement should be centered in the drilled hole. Concrete used for pier construction should be discharged vertically into the holes to reduce aggregate segregation. Under no circumstances should concrete be allowed to free-fall against either the steel reinforcement or the sides of the excavation during construction.

Although not expected within the anticipated depth (i.e., about 5 to 10 feet BGS) of excavations for the project, if water more than 6 inches deep is present during concrete placement, either the water needs to be pumped out or the concrete needs to be placed into the hole using tremie methods. If tremie methods are used, the end of the tremie pipe must remain below the surface of the in-place concrete at all times. Unit prices for dewatering and/or tremie placement methods should be obtained during the bidding process.

Concrete for drilled piers should be designed and placed in general conformance with the recommendations provided in ACI 336.3R-14, Design and Construction of Drilled Piers⁵. The recommendations provided within ACI 336.3R-14 should be followed at all times and in particular when concrete placement is necessary below groundwater level, in caving or sloughing soils, or in sand, which may necessitate casing or the slurry displacement method for concrete placement. These methods require concrete placement at higher slumps than “dry” conditions and concrete mix specifications, including the addition of concrete admixtures and consideration of consolidation methods, should be provided by the design team. If temporary casing is used, it should consist of smooth walled steel. **Corrugated metal pipe (CMP) should not be used as temporary casing because it has a tendency to create voids or disturbed zones during removal.**

7.3.3 2019 CBC Mapped Seismic Design Parameters

The seismicity of the region surrounding the Site is discussed in the “Site Geology and Seismicity” section of this report. From that discussion, it is important to note that the Site is in a region of high seismic activity and will likely be subjected to moderate to intense ground shaking during the life of the project. As a result, structures for this project should be designed in accordance with applicable seismic provisions of the California Building Code (CBC) presented in the table below.

⁵ ACI Committee 336, 2014



Use of the 2019 CBC mapped seismic design criteria presented in the table below is considered appropriate for the design of structural improvements for this Site if the exceptions provided in Section 11.4.8 of ASCE 7-16 apply to the planned improvements. Otherwise, the project's structural engineer should be consulted to evaluate whether a site-specific ground motion hazards analysis is required for this project. Therefore, BSK has not performed a site-specific ground motion hazards analysis for this project.

2019 CBC SEISMIC DESIGN PARAMETERS ³ (Lat: 38.761509°, Lon: -121.366367°)			
Seismic Design Parameter	Value		Reference ¹
Site Class	D		Table 20.3-1, ASCE 7-16
MCE _R Mapped Spectral Acceleration (g)	S _S = 0.463	S ₁ = 0.228	USGS Mapped Values based on Figures 1613.2.1(1) and 1613.2.1(2), 2019 CBC
Site Coefficients	F _a = 1.429	F _v = 2.144 ²	Tables 1613.2.3(1) and 1613.2.3(2), 2019 CBC
MCE _R Mapped Spectral Acceleration Adjusted for Site Class Effects (g)	S _{MS} = 0.662	S _{M1} = 0.489	Section 1613.2.3, 2019 CBC
Design Spectral Acceleration (g)	S _{DS} = 0.442	S _{D1} = 0.326	Section 1613.2.4, 2019 CBC
Seismic Design Category (SDC)	D		Section 1613.2.5, 2019 CBC
MCE _G peak ground acceleration adjusted for Site Class effects (g)	PGA _M = 0.276		Section 11.8.3, ASCE 7-16
Definitions: MCE _R = Risk-Targeted Maximum Considered Earthquake MCE _G = Maximum Considered Earthquake Geometric Mean			
Notes:			
1. When referencing ASCE 7-16, Supplement 1 must also be checked for changes to ASCE 7-16.			
2. See requirements for site-specific ground motions in Section 11.4.8 of ASCE 7-16. This value of F _v shall be used only for calculation of T _S .			
3. These seismic design parameters are based on the assumption that a site-specific ground motion hazard analysis is <u>not</u> required based on the exceptions provided in Section 11.4.8 of ASCE 7-16. Otherwise, a site-specific ground motion hazard analysis should be performed to develop the seismic design parameters for this project.			

7.4 Retaining Walls

Short retaining walls up to 5 feet in height may be supported on spread footings per the recommendations presented in the "Spread Footings and Mat Foundations" section above. Lateral earth pressures for retaining walls are presented in the table below and are expressed as equivalent fluid pressures (unit weights) in units of pounds per cubic foot (pcf). In addition to these earth pressures, the designer should add hydrostatic pressures unless a drainage system is installed behind the walls. For cantilevered walls, a triangular lateral earth pressure distribution should be used for active conditions.

RECOMMENDED LATERAL EARTH PRESSURES FOR WALLS UP TO 5 FEET IN HEIGHT	
Description	Level Backfill up to 6H:1V ¹
Active Earth Pressure (flexible walls) ²	45 pcf
At-Rest Earth Pressure (restrained walls) ²	60 pcf
Notes: 1. Horizontal to vertical. 2. Expressed as an equivalent fluid pressure. Does not include hydrostatic pressures that might be caused by groundwater or water trapped behind the walls.	

7.4.1 Seismic Wall Pressures

According to Section 1803.5.12 of the 2019 CBC, dynamic seismic lateral earth pressures need to be included in the design of retaining walls supporting more than 6 feet of backfill height. Because the height of retaining walls for this project will be limited to 5 feet or less, we conclude that seismic lateral earth pressures do not need to be included in the wall design.

7.4.2 Wall Drainage

Retaining walls higher than 2 feet should be either designed to resist hydrostatic pressures or be well-drained to reduce the potential for hydrostatic pressures to develop behind the walls. A typical drainage system for a cantilevered wall may consist of a 1- to 2-foot wide zone of Caltrans Class 2 Permeable material immediately behind the wall with a perforated pipe at the base of the wall discharging to a storm drain or other appropriate discharge facility via gravity flow. As an alternative, a prefabricated drainage board may be used in lieu of the Class 2 Permeable material. Where conditions allow for the use of weep holes, they may be used in lieu of the perforated pipe. The holes should be a minimum of 3 inches in diameter and spaced at 4 feet or less on-center (a minimum of 2 weep holes should be installed). Filter fabric or wire mesh should be placed over the holes at the backside of the wall to inhibit the permeable material, if used in lieu of a drainage board, from washing through the holes. **Unless the drainage zone behind retaining walls is protected by concrete flatwork or pavement, it should be capped with a minimum 12-inch thick layer of properly compacted on-site clayey soil to reduce the risk of surface runoff discharging into the wall drain.**

7.4.3 Surcharge Loads

Surcharge loads caused by vehicular and/or construction traffic adjacent to the walls may be assumed to consist of a rectangular distributed uniform pressure of 100 psf acting over a depth of 10 feet below the ground surface of the retained soil. For other surcharge loads, a rectangular distribution with a uniform pressure equal to one-third and one-half of the surcharge pressure should be used for an unrestrained wall (active earth pressure condition) and for a restrained wall (at-rest earth pressure conditions), respectively. The wall designer should evaluate whether this surcharge is appropriate for the expected traffic loading. Additional analyses during design may be needed to evaluate the effects of non-uniform



surcharge loads such as point loads, line loads, or other such presently undefined surcharge loads. In that case, we should be consulted for supplemental geotechnical recommendations.

7.5 Interior Slabs-on-Grade

If instead of mat foundations, the restroom building is supported on spread footings and an interior concrete floor slab-on-grade is used, this interior slab should be supported over properly prepared subgrade soils, as described in the "Site Preparation and Grading" section of this report. Interior floor slabs should be underlain by at least 6 inches of "non-expansive fill". Refer to the table entitled "Mat Slab Foundation Criteria" in the "Spread Footings and Mat Foundations" section of this report for underlayment recommendations for mat foundations.

Concrete floor slabs should be supported on at least 6 inches of crushed rock to enhance subgrade support for the slab. This material should be considered part of the required minimum of 6 inches of "non-expansive" fill. If this material is desired to be used as a capillary break, it should be $\frac{3}{4}$ -inch maximum size with no more than 10 percent by weight passing the #4 sieve. If aggregate base is used for slab support, it should be noted that this material is not as effective a capillary break as the open graded material described above. If aggregate base is used as slab support under areas to be covered by moisture sensitive flooring, it is important that a high-quality vapor membrane is used below the slab. It is important that placement of this material and concrete be done as soon as possible after compaction of the "non-expansive" fill material to reduce drying of the subgrade.

A Structural Engineer should design reinforcing and slab thickness. The floor slab should be separated from footings, structural walls, and utilities and provisions made to allow for settlement or swelling movements at these interfaces. If this is not possible from a structural or architectural design standpoint, it is recommended that the slab connection to footings be reinforced such that there will be resistance to potential differential movement.

7.5.1 Floor Slab Moisture

Subsurface moisture and moisture vapor naturally migrate upward through the soil and, where the soil is covered by a building or pavement, this subsurface moisture will collect. To reduce the impact of the subsurface moisture and potential impact of future introduced moisture (such as landscape irrigation or precipitation), a vapor barrier should be incorporated into the floor slab design in all areas where moisture sensitive floor coverings, coating, underlayments, adhesives, moisture sensitive goods, humidity-controlled environments, or climate-cooled environments are anticipated initially or in the future. The vapor barrier should consist of a minimum 15 mil extruded polyolefin plastic, such as 15 mil Stego® Wrap vapor barrier or equivalent. The vapor barrier material should not include any recycled or woven materials and should have a permeance (as tested before and after mandatory conditioning per ASTM E1745 Section 7.1, latest edition) of less than 0.01 perms and should comply with ASTM E1745 Class A requirements. The vapor barrier should also meet Sections 8.1 and 9.3 of ASTM E1745 and subsequent documentation should be provided by the vapor barrier manufacturer. The vapor barrier should be installed in accordance with ASTM E1643, latest edition, including proper perimeter seal, such as Stego®



Crete Claw® tape.

The vapor barrier should be placed directly over the crushed rock layer recommended in the “Interior Floor Slabs” section of this report. **A sand layer should not be placed between the vapor barrier and the concrete slab, or it could serve as a reservoir for trapped moisture that could lead to long-term vapor transmission through the slab.**

It should be noted that although vapor barrier systems are currently the industry standard, these systems may not be completely effective in preventing floor slab moisture problems. These systems typically will not necessarily assure that floor slab moisture transmission rates will meet floor-covering manufacturer standards and that indoor humidity levels be appropriate to inhibit mold growth. The design and construction of such systems are dependent on the proposed use and design of the proposed building and all elements of building design and function should be considered in the slab-on-grade floor design. Building design and construction have a greater role in perceived moisture problems since sealed buildings/rooms or inadequate ventilation may produce excessive moisture in a building and affect indoor air quality.

Various factors such as surface grades, adjacent planters, the quality of slab concrete and the permeability of the on-site soils affect slab moisture and can control future performance. In many cases, floor moisture problems are the result of either improper curing of floors slabs or improper application of flooring adhesives. We recommend contacting a flooring consultant experienced in the area of concrete slab-on-grade floors for specific recommendations regarding your proposed flooring applications.

Special precautions must be taken during the placement and curing of all concrete slabs. Excessive slump (high water-cement ratio) of the concrete and/or improper curing procedures used during either hot or cold weather conditions could lead to excessive shrinkage, cracking, or curling of the slabs. High water-cement ratio and/or improper curing also greatly increase the water vapor permeability of concrete. We recommend that all concrete placement and curing operations be performed in accordance with the American Concrete Institute (ACI) manual.

It is emphasized that we are not floor moisture vapor proofing experts. We make no guarantee nor provide any assurance that use of capillary break/vapor retarder system will reduce concrete slab-on-grade floor moisture penetration to any specific rate or level, particularly those required by floor covering manufacturers. The builder and designers should consider all available measures for floor slab moisture protection.

Exterior grading will have an impact on potential moisture beneath the floor slab. Recommendations for exterior drainage are provided in the “Site Drainage” section of this report.

It should be noted that the purpose of vapor barrier systems is to mitigate floor moisture vapor. These systems should not be used for waterproofing against shallow groundwater or surface water.



7.6 Exterior Concrete Flatwork and Pavers

Near-surface soils to receive exterior concrete flatwork or pavers should be moisture conditioned according to the recommendations in the "Site Preparation and Grading" section of this report. In addition, all exterior flatwork and pavers should be supported on a minimum of 4 inches of Caltrans Class 2 aggregate base. Where concrete flatwork and pavers are to be exposed to vehicle traffic, the thickness of the Caltrans Class 2 aggregate base should be increased to 6 inches.

New pedestrian concrete flatwork should have a minimum thickness of 4 inches and minimum reinforcing of #4 bars at 18 inches on center (both ways). The rebar should be discontinued at expansion joints. Slip Dowels should be used at expansion joints. Vehicular concrete should be designed as discussed in the "Portland Cement Concrete Pavements" section of this report. Final design of exterior concrete flatwork is the responsibility of the civil or structural engineer for the project.

Exterior flatwork and pavers will be subjected to edge effects due to the drying out of subgrade soils. To protect against edge effects adjacent to unprotected areas, such as vacant or landscaped areas, lateral cutoffs, such as inverted curbs (i.e., turndown edges) that extend at least 2 inches below the aggregate base into the subgrade soils, are recommended. Alternatively, a moisture barrier at least 80 mils thick extending at least 6 inches below the aggregate base into the subgrade soils could be installed at the edge of the flatwork and pavers.

Flatwork should have control joints (i.e., weakened plane joints) spaced no more than 8 feet on centers. Prior to construction of the flatwork and pavers, the aggregate base should be moisture conditioned to near optimum moisture content. If the aggregate base is not covered within about 30 days after placement, the soils below this material will need to be checked to confirm that their moisture content is at least optimum. If the moisture is found to be below this level, the aggregate base layer over flatwork and paver areas will need to be soaked until the proper moisture content is reached. Where flatwork is adjacent to curbs, reinforcing bars should be placed between the flatwork and the curbs. Expansion joint material should be used between flatwork/pavers and buildings, including concrete driveways.

7.7 Pavements

7.7.1 Asphalt Concrete Pavements

We conducted an R-Value test on a sample obtained within the upper 3 feet BGS in boring B-4, resulting in an R-Value of 27. However, due to the variability of the near surface soils at the Site, we used an R-Value of 20 for asphalt concrete (AC) pavement design. Based on an R-Value of 20, the asphalt pavement sections provided in the table below may be used at this Site.



PAVEMENT DESIGN RECOMMENDATIONS (R-VALUE = 20)		
Traffic Index	Minimum Thickness AC ¹ (inches)	Minimum Thickness Class 2 AB ² (inches)
4.5	2.5	7.0
5.0	2.5	8.5
5.5	3.0	9.0
6.0	3.0	10.5
6.5	3.5	11.5
Notes: 1. Asphalt Concrete Type A 2. Caltrans Class 2 Aggregate Base (Minimum R-Value = 78)		

Paved areas should be sloped, and drainage gradients maintained to carry all surface water to appropriate collection points. Surface water ponding should not be allowed anywhere on the Site during or after construction. We recommend that the pavement section be isolated from non-developed areas and areas of intrusion of irrigation water from landscaped areas. Concrete curbs should extend a minimum of 2 inches below the aggregate base and into the subgrade to provide a barrier against drying of the subgrade soils or reduction of migration of landscape water into the pavement section. Weep holes spaced at 4 feet on centers should also be provided. In lieu of the weep holes, a more effective system is to install a subdrain behind the curbs.

7.7.2 Portland Cement Concrete Pavements

If used, Portland Cement Concrete (PCC) pavement should have a minimum thickness of 6 inches supported over 6 inches of Caltrans Class 2 aggregate base. This section is equivalent to a Traffic Index of at least 6.0 to 6.5 based on our experience and is expected to support traffic loading from a fire engine, a delivery truck, or a maintenance truck. The aggregate base and subgrade for PCC pavements should be properly moisture conditioned and compacted. Construction joints should be located no more than 12 feet apart in both directions. Concrete compressive strength should be tested in lieu of third point loading for rupture strength. A minimum 28-day compressive strength of 3,000 pounds per cubic foot (psi) should be specified for the concrete mix design. The PCC pavement should be continuously reinforced using No. 4 bars (or larger) spaced no more than 18 inches on center in both directions. Final design of the PCC pavement is the responsibility of the civil or structural engineer for the project.

7.8 Effect of Plants on Foundation, Flatwork, and Paver Performance

Trees and other large plants can significantly contribute to differential settlement of a foundation, flatwork, pavers, and paved areas. The roots of trees and large plants can absorb the moisture from the soil, causing the soil to shrink much faster than other soil areas exposed to the weather. The soil where the moisture is lost more rapidly will sink lower than the surrounding soil, causing differential settlement in overlying or adjacent improvements. Certain trees and plants are known to be more water-consuming than others. Research studies indicate that a tree should be at least as far away from a building, flatwork, pavers, and pavement as the mature height of the tree to minimize the effect of drying caused by the tree. A plant and tree specialist should be consulted to avoid the issues described herein.



A root barrier should be considered between trees and adjacent improvements and should be designed and installed following the recommendations of a landscape architect.

7.9 Site Drainage

Proper site drainage is important for the long-term performance of the planned improvements. The Site should generally be graded to provide positive drainage towards drain inlets, catch basins, or bioretention areas. The Site should be graded so as to carry surface water away from structures at a minimum of 2 percent in flatwork areas and 5 percent in landscaped areas to a minimum of 10 feet laterally from a structure's perimeter foundations as required by the 2019 CBC. If used, roof gutters should be connected directly into the storm drainage system or drain onto impervious surfaces provided that a safety hazard is not created. Water should not be allowed to pond anywhere on-site.

7.10 Landscaping Irrigation

Vegetation should not be planted immediately adjacent to structures. If planting adjacent to structures is desired, we recommend using plants that require very little moisture with drip irrigation systems. Sprinkler systems should not be installed where they may cause ponding or saturation of subgrade soils within 5 feet of structures, slabs, pavements, concrete flatwork, or pavers. Otherwise, such ponding could cause loss of soil strength and movement of foundations, slabs, pavements, concrete flatwork, and pavers.

Irrigation of landscaped areas should be strictly limited to that necessary to sustain vegetation. Excessive irrigation could result in saturation and weakening of foundation soil.

7.11 Storm Water Runoff Mitigation

Storm runoff regulations require pretreatment of runoff and infiltration of storm water to the extent feasible. Typically, this results in the use of bioretention areas, vegetated swales, infiltration trenches, or permeable pavement near or within parking lots. These features are not well-suited to fine-grained soils (silts and clays) because these soils have relatively low permeability and require significant time for infiltration to occur. In addition, allowing water to pond on expansive soils will cause the soils to swell, which can cause distress to adjacent pavements, slabs, and lightly loaded structures.

Implementation of storm water infiltration criteria will likely result in increased distress and reduced service life of flatwork, pavers, and pavement if not carefully designed in fine-grained soils such as those covering the surface of the Site. Bioretention areas, vegetated swales, and infiltration areas should be located in landscaped areas and well away (typically 5 to 10+ feet laterally) from slopes, foundations, flatwork, pavers, and pavements. If it is not possible to locate these infiltration systems away from such improvements, alternatives that isolate the infiltrated water, such as flow-through planters, could be considered. When using an infiltration system in clay soils, underdrains should be used. Improvements should be located such that there is at least 1 foot of horizontal distance between the edge of improvements and the top edge of the bioswale excavation for every 1 foot of vertical bioswale depth. If this is not possible, then concrete curbs for pavements or lateral restraint for exterior flatwork and pavers



located directly adjacent to a vertical bioswale cut should be adequately keyed into the native soil or engineered to generate sufficient passive pressure to reduce the potential for rotation or lateral movement of the curbs. Due to the potential adverse effects on project performance, BSK should review the geotechnical aspects of the storm water infiltration system and its location before the project plans are finalized.

Based on the information contained on Chapter 7 of Part 630 Hydrology National Engineering Handbook (United States Department of Agriculture, 2009) and the soil classification and laboratory test results for the surficial soils at the Site, **we classify the Site's surficial soils as predominantly hydrologic soil group C. These soils typically have saturated hydraulic conductivities ranging from 0.14 to 1.42 inches/hour.**

It should be noted that during periods of prolonged precipitation, the underlying soils tend to become saturated to greater and greater depths/extents. Therefore, infiltration rates tend to decrease with prolonged rainfall.

7.12 Corrosion Potential

A soil sample was collected during our investigation at a depth of approximately 0 to 2½ feet BGS at boring B-2 and was submitted for corrosion testing. The sample was tested by CERCO Analytical, a State-certified laboratory in Concord, California, for redox potential, pH, resistivity, chloride content, and sulfate content in accordance with ASTM test methods. The test results are presented at the end of Appendix B. Also included is the evaluation by CERCO Analytical of the corrosion test results.

Based upon the resistivity measurements, the sample tested is classified as "moderately corrosive" by CERCO Analytical. The sulfate ion concentration was non-detected with a reporting limit of 15 mg/kg. These results are indicative of an exposure category S0 per Table 19.3.1.1 of ACI 318-19. For an S0 exposure class, Table 19.3.2.1 indicates that the minimum f'_c of the concrete is 2,500 psi. All buried iron, steel, cast iron, ductile iron, galvanized steel, and dielectric coated steel or iron be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping, such as ductile iron firewater pipelines, should be protected against corrosion. Because we are not corrosion specialists, we recommend that a corrosion specialist be consulted for advice on proper corrosion protection for underground piping which will be in contact with the soils and other design details.

The above are general discussions. A more detailed investigation may include more or fewer concerns and should be directed by a corrosion expert. BSK does not practice corrosion engineering. Consideration should also be given to soils in contact with concrete that will be imported to the Site during construction, such as topsoil and landscaping materials, which typically contain fertilizers and other chemicals that can be highly corrosive to metals and concrete. Any imported soil or landscaping materials should not be any more corrosive than the on-site soils and should not be classified as being more corrosive than "moderately corrosive." Also, on-site cutting and filling may result in soils contacting concrete that were not anticipated at the time of this investigation.



7.13 Plan Review and Construction Observation

We recommend that BSK be retained by the Client to review the geotechnical aspects of the project plans and specifications before they go out to bid. It has been our experience that this review provides an opportunity to detect misinterpretation or misunderstandings of our recommendations prior to the start of construction.

Variations in soil types and conditions are possible and may be encountered during construction. To permit correlation between the soil data obtained during this investigation and the actual soil conditions encountered during construction, we recommend that BSK be retained to provide observation and testing services during site earthwork. This will allow us the opportunity to compare actual conditions exposed during construction with those encountered in our investigation and to provide supplemental recommendations if warranted by the exposed conditions. Earthwork should be performed in accordance with the recommendations presented in this report, or as recommended by BSK during construction. BSK should be notified at least two weeks prior to the start of construction and prior to when observation and testing services are needed.

8. ADDITIONAL SERVICES AND LIMITATIONS

8.1 Additional Services

The review of plans and field observation and testing during construction by BSK are an integral part of the conclusions and recommendations made in this report. If BSK is not retained for these services, the Client will be assuming BSK's responsibility for any potential claims that may arise during or after construction due to the misinterpretation of the recommendations presented herein. The recommended tests, observations, and consultation by BSK during construction include, but are not limited to:

- review of plans and specifications,
- observations of site grading, including stripping and engineered fill construction,
- observation of foundation construction, including drilled piers; and
- in-place density testing of fills, backfills, finished subgrades, and aggregate base.

8.2 Limitations

The findings, conclusions, and recommendations contained in this report are based on our field observations and subsurface exploration, limited field and laboratory tests, previous subsurface data by others, and our present knowledge of the proposed construction. It is possible that soil and subsurface conditions could vary between or beyond the points explored. If soil conditions are encountered during construction that differ from those described herein, we should be notified immediately in order that a review may be made, and any supplemental recommendations provided. If the scope of the proposed construction changes from that described in this report, our recommendations should also be reviewed.



We prepared this report in substantial accordance with the generally accepted geotechnical engineering practice as it exists in the Site area at the time of our study. No warranty, either express or implied, is made. The recommendations provided in this report are based on the assumption that an adequate program of tests and observations will be conducted by BSK during the construction phase in order to evaluate compliance with our recommendations.

This report may be used only by the Client and only for the purposes stated within a reasonable time from its issuance, but in no event later than two (2) years from the date of the report, or if conditions at the Site have changed. If this report is used beyond this period, BSK should be contacted to evaluate whether site conditions have changed since the report was issued.

Also, land or facility use, on and off-site conditions, regulations, or other factors may change over time, and additional work may be required with the passage of time. Based on the intended use of the report, BSK may recommend that additional work be performed and that an updated report be issued.

The scope of services for this report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this Site.

BSK conducted subsurface exploration and provided recommendations for this project. We understand that BSK will be given an opportunity to perform a formal geotechnical review of the final project plans and specifications. In the event BSK is not retained to review the final project plans and specifications to evaluate if our recommendations have been properly interpreted, we will assume no responsibility for misinterpretation of our recommendations.

We recommend that all foundation excavations and earthwork during construction be monitored by a representative from BSK, including site preparation, foundation excavations, and placement of engineered fill, trench backfill, and aggregate base. The purpose of these services would be to provide BSK the opportunity to observe the actual soil conditions encountered during construction, evaluate the applicability of the recommendations presented in this report to the soil conditions encountered, and recommend appropriate changes in design or construction procedures if conditions differ from those described herein.

9. CLOSURE

BSK appreciates the opportunity to provide our services to you and trust this report meets your needs at this time. If you have any questions concerning the information presented, please contact us at 925-315-3151.

Respectfully submitted,

BSK Associates



Dana Tower, EIT
Senior Staff Engineer

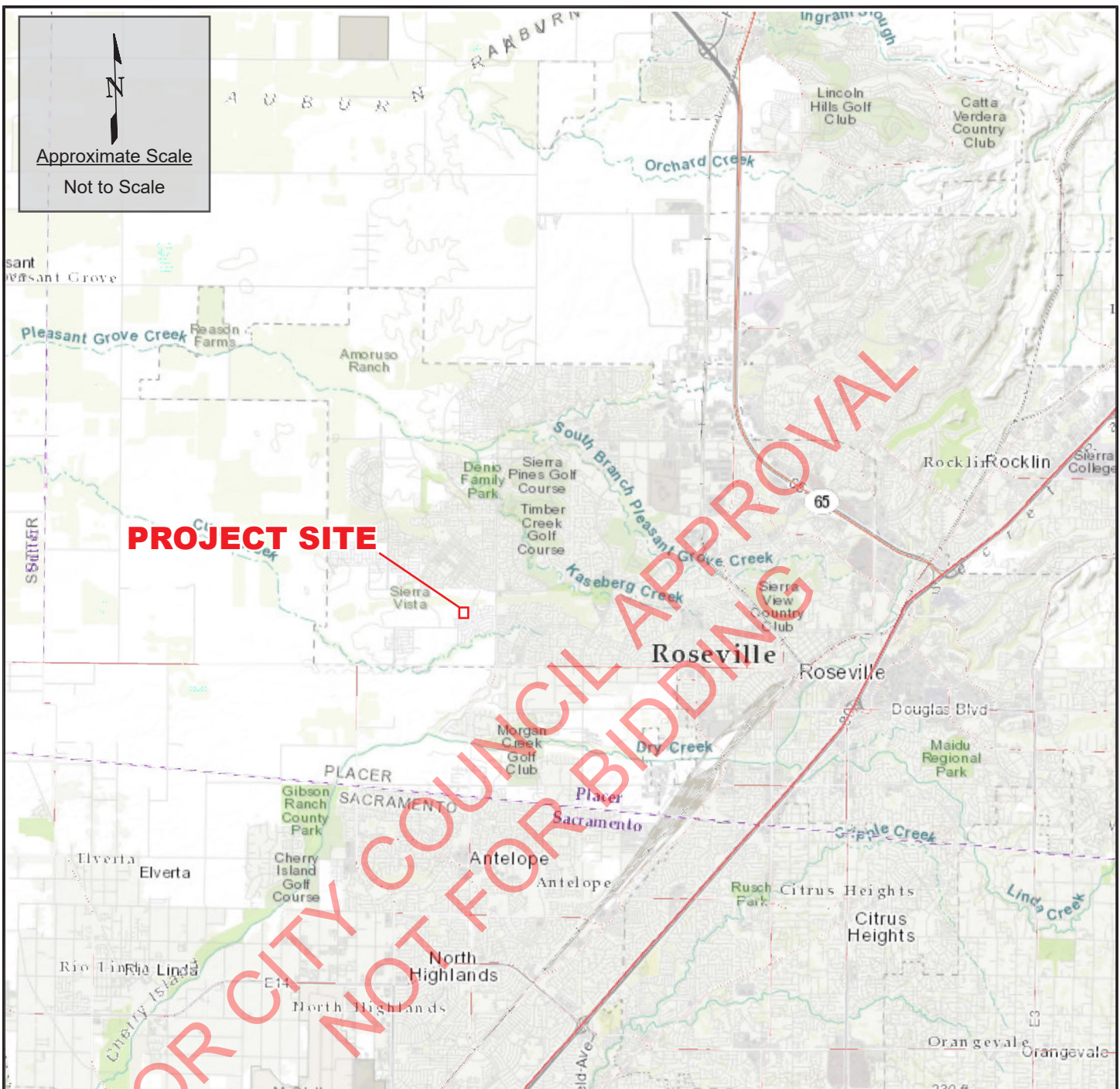


Carrie Foulk, PE, GE #3016
Geotechnical Group Manager



FIGURES

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING



References: 1. Esri, HERE, Garmin, Intermap, increment P Corp., GeBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap, and the USGS, NPS

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PROJECT NO. G22-025-11S

DRAWN: 3/9/22

DRAWN BY: D. Tower

CHECKED BY: C. Foulk

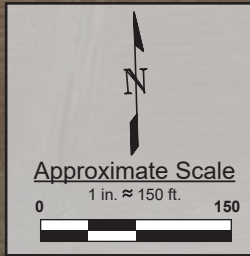
FILE NAME:
SitePlan.indd

VICINITY MAP

Limited Geotechnical Investigation
JM-50 Park
Between Monarch Grove St. and Upland Dr.
Roseville, California

FIGURE

1



References: 1. <https://maps.google.com>, 2022

Note: Locations are approximate

Legend

B-1 Approximate Boring Location (BSK, 2022)

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PROJECT NO. G22-025-11S

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FILE NAME:
Figures.indd

SITE PLAN

Limited Geotechnical Investigation
JM-50 Park
Between Monarch Grove St. and Upland Dr.
Roseville, California

FIGURE

2

APPENDIX A

Boring Logs

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING



UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487/2488)

MAJOR DIVISIONS

GRAPHIC LOG

TYPICAL DESCRIPTIONS

COARSE GRAINED SOILS (More than half of material is larger than the #200 sieve)	GRAVELS (More than half of coarse fraction is larger than the #4 sieve)	CLEAN GRAVELS WITH <5% FINES	$Cu \geq 4$ and $1 \leq Cc \leq 3$		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
		GRAVELS WITH 5 to 12% FINES	$Cu < 4$ and/or $1 > Cc > 3$		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
			$Cu \geq 4$ and $1 \leq Cc \leq 3$		GW-GM	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE FINES
			$Cu < 4$ and/or $1 > Cc > 3$		GW-GC	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE CLAY FINES
					GP-GM	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE FINES
					GP-GC	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE CLAY FINES
		GRAVELS WITH >12% FINES			GM	SILTY GRAVELS, GRAVEL-SILT-SAND MIXTURES
					GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES
					GC-GM	CLAYEY GRAVELS, GRAVEL-SAND-CLAY-SILT MIXTURES
	SANDS (More than half of coarse fraction is smaller than the #4 sieve)	CLEAN SANDS WITH <5% FINES	$Cu \geq 6$ and $1 \leq Cc \leq 3$		SW	WELL-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE OR NO FINES
		SANDS WITH 5 to 12% FINES	$Cu < 6$ and/or $1 > Cc > 3$		SP	POORLY-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE OR NO FINES
			$Cu \geq 6$ and $1 \leq Cc \leq 3$		SW-SM	WELL-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE FINES
			$Cu < 6$ and/or $1 > Cc > 3$		SW-SC	WELL-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE CLAY FINES
					SP-SM	POORLY-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE FINES
					SP-SC	POORLY-GRADED SANDS, SAND-GRAVEL MIXTURES WITH LITTLE CLAY FINES
		SANDS WITH >12% FINES			SM	SILTY SANDS, SAND-GRAVEL-SILT MIXTURES
					SC	CLAYEY SANDS, SAND-GRAVEL-CLAY MIXTURES
					SC-SM	CLAYEY SANDS, SAND-SILT-CLAY MIXTURES
FINE GRAINED SOILS (More than half of material is smaller than the #200 sieve)	SILTS AND CLAYS (Liquid limit less than 50)				ML	INORGANIC SILTS AND VERY FINE SANDS, SILTY OR CLAYEY FINE SANDS, SILTS WITH SLIGHT PLASTICITY,
					CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
					CL-ML	INORGANIC CLAYS-SILTS OF LOW PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
	SILTS AND CLAYS (Liquid limit greater than 50)				OL	ORGANIC SILTS & ORGANIC SILTY CLAYS OF LOW PLASTICITY
					MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILT
					CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
					OH	ORGANIC CLAYS & ORGANIC SILTS OF MEDIUM-TO-HIGH PLASTICITY



PROJECT NO. G22-025-11S

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DRAWN BY: D. Tower

CHECKED BY: C. Foulk

FILE NAME: Legend.indd

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2487/2488)

Limited Geotechnical Investigation
 JM-50 Park
 Between Monarch Grove St. and Upland Dr.
 Roseville, California

FIGURE

A-1

SOIL DESCRIPTION KEY

MOISTURE CONTENT

DESCRIPTION	ABBR	FIELD TEST
Dry	D	Absence of moisture, dusty, dry to the touch
Moist	M	Damp but no visible water
Wet	W	Visible free water, usually soil is below water table

CEMENTATION

DESCRIPTION	FIELD TEST
Weakly	Crumbles or breaks with handling or slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

PLASTICITY

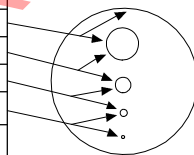
DESCRIPTION	ABBR	FIELD TEST
Non-plastic	NP	A 1/8-in. (3 mm) thread cannot be rolled at any water content.
Low (L)	LP	The thread can barely be rolled and the lump or thread cannot be formed when drier than the plastic limit.
Medium (M)	MP	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. The lump or thread crumbles when drier than the plastic limit.
High (H)	HP	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump or thread can be formed without crumbling when drier than the plastic limit.

GRAIN SIZE

DESCRIPTION	SIEVE SIZE	GRAIN SIZE	APPROXIMATE SIZE
Boulders	>12"	>12"	Larger than basketball-sized
Cobbles	3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	coarse	3/4 - 3"	Thumb-sized to fist-sized
	fine	#4 - 3/4"	Pea-sized to thumb-sized
Sand	coarse	#10 - #4	Rock salt-sized to pea-sized
	medium	#40 - #10	Sugar-sized to rock salt-sized
	fine	#200 - #10	Flour-sized to sugar-sized
Fines	Passing #200	<0.0029	Flour-sized and smaller

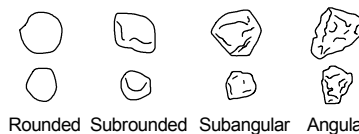
REACTION WITH HCl

DESCRIPTION	FIELD TEST
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming immediately



ANGULARITY

DESCRIPTION	ABBR	CRITERIA
Angular	A	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular	SA	Particles are similar to angular description but have rounded edges
Subrounded	SR	Particles have nearly plane sides but have well-rounded corners and edges
Rounded	R	Particles have smoothly curved sides and no edges



APPARENT / RELATIVE DENSITY - COARSE-GRAINED SOIL

APPARENT DENSITY	ABBR	SPT (# blows/ft)	MODIFIED CA SAMPLER (# blows/ft)	CALIFORNIA SAMPLER (# blows/ft)	RELATIVE DENSITY (%)	FIELD TEST
Very Loose	VL	<4	<4	<5	0 - 15	Easily penetrated with 1/2-inch reinforcing rod by hand
Loose	L	4 - 10	5 - 12	5 - 15	15 - 35	Difficult to penetrate with 1/2-inch reinforcing rod pushed by hand
Medium Dense	MD	10 - 30	12 - 35	15 - 40	35 - 65	Easily penetrated a foot with 1/2-inch reinforcing rod driven with 5-lb. hammer
Dense	D	30 - 50	35 - 60	40 - 70	65 - 85	Difficult to penetrate a foot with 1/2-inch reinforcing rod driven with 5-lb. hammer
Very Dense	VD	>50	>60	>70	85 - 100	Penetrated only a few inches with 1/2-inch reinforcing rod driven with 5-lb. hammer



PROJECT NO. G22-025-11S

DRAWN: 03/22/22

DRAWN BY: D. Tower

CHECKED BY: C. Foulk

FILE NAME: Legend.indd

SOIL DESCRIPTION KEY

Limited Geotechnical Investigation
JM-50 Park
Between Monarch Grove St. and Upland Dr.
Roseville, California

FIGURE

A-2

LOG SYMBOLS

	BULK / BAG SAMPLE	-4	PERCENT FINER THAN THE NO. 4 SIEVE (ASTM Test Method C 136)
	SPLIT BARREL SAMPLER (2-1/2 inch outside diameter)	-200	PERCENT FINER THAN THE NO. 200 SIEVE (ASTM Test Method C 117)
	SPLIT BARREL SAMPLER (3 inch outside diameter)	LL	LIQUID LIMIT (ASTM Test Method D 4318)
	STANDARD PENETRATION SPLIT SPOON SAMPLER (2 inch outside diameter)	PI	PLASTICITY INDEX (ASTM Test Method D 4318)
	CONTINUOUS CORE	TXUU	UNCONSOLIDATED UNDRAINED TRIAxIAL COMPRESSION (EM 1110-1-1906)/ASTM Test Method D 2850
	SHELBY TUBE	EI	EXPANSION INDEX (UBC STANDARD 18-2)
	ROCK CORE	COL	COLLAPSE POTENTIAL
	GROUNDWATER LEVEL (encountered at time of drilling)	UC	UNCONFINED COMPRESSION (ASTM Test Method D 2166)
	GROUNDWATER LEVEL (measured after drilling)		
	SEEPAGE	MC	MOISTURE CONTENT (ASTM Test Method D 2216)

GENERAL NOTES

Boring log data represents a data snapshot.

This data represents subsurface characteristics only to the extent encountered at the location of the boring.

The data inherently cannot accurately predict the entire subsurface conditions to be encountered at the project site relative to construction or other subsurface activities.

Lines between soil layers and/or rock units are approximate and may be gradual transitions.

The information provided should be used only for the purposes intended as described in the accompanying documents.

In general, Unified Soil Classification System designations presented on the logs were evaluated by visual methods.

Where laboratory tests were performed, the designations reflect the laboratory test results.

The Responsible Geotechnical Engineer, Professional Engineer, or Professional Geologist uses professional judgement and visual-manual procedures in general conformance with ASTM D2488 to classify soil when the full classification suite of tests per ASTM D2487 is not conducted.



PROJECT NO. G22-025-11S

DRAWN: 03/22/22

DRAWN BY: D. Tower

CHECKED BY: C. Foulk

FILE NAME:
Legend.indd

LOG KEY

Limited Geotechnical Investigation
JM-50 Park
Between Monarch Grove St. and Upland Dr.
Roseville, California

FIGURE

A-3

SYMBOL	ROCK TYPE	SYMBOL	ROCK TYPE	SYMBOL	ROCK TYPE
	BRECCIA		SILTSTONE		PHYLLITE
	CLAYSTONE		MUDSTONE		SANDSTONE
	CONGLOMERATE		SHALE		GREENSTONE
	GRANITE		BEDROCK		VOLCANIC

WEATHERING

Designation	Criteria
Fresh	No visible sign of rock material weathering; perhaps slight discoloration on major discontinuity surfaces.
Slightly Weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.
Moderately Weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.
Highly Weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous frame or as corestones.
Completely Weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.
Residual Soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.

FRACTURE SPACING

Designation	Criteria
Intensely Fractured	Spacing <2 inches
Highly Fractured	Spacing 2 inches to 8 inches
Moderately Fractured	Spacing 8 inches to 2 feet.
Slightly Fractured	Spacing 2 feet to 6 feet.
Unfractured	Spacing greater than 6 feet.

HARDNESS/STRENGTH

Designation	Criteria
Extremely Weak Rock	Indented by thumbnail.
Very Weak Rock	Crumbles under firm blows with point of geological hammer; can be peeled by pocket knife.
Weak Rock	Can be peeled with a pocket knife; shallow indentations made by firm blow with point of geological hammer.
Medium Weak Rock	Cannot be scraped or peeled with a pocket knife; specimen can be fractured with single firm blow of geological hammer.
Strong Rock	Specimen requires more than one blow with a geological hammer to fracture it.
Very Strong Rock	Specimen requires many blows of geological hammer to fracture it.
Extremely Strong Rock	Specimen can only be chipped with geological hammer.

Reference:

Wyllie, D.C. and Mah, C.W. (2004), Rock Slope Engineering Civil and Mining, 4th Edition, Taylor & Francis Group, London and New York, 431p.



PROJECT NO. G22-025-11S

DRAWN: 03/22/22

DRAWN BY: D. Tower

CHECKED BY: C. Foulk

FILE NAME:
Legend.indd

ROCK DESCRIPTION CRITERIA

Limited Geotechnical Investigation
JM-50 Park
Between Monarch Grove St. and Upland Dr.
Roseville, California

FIGURE

A-4



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-1

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 111 feet Location: 38.760678, -121.367005	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
MATERIAL DESCRIPTION												
		Sandy SILT (ML): pale olive, moist, low plasticity, fine sand, iron oxide staining		1	13 27 17							
5		very hard, iron and manganese oxide staining, increased sand content		2A 2B 2C	7 24 34	4.5		84	32			
		Silty SAND (SM): pale olive, moist, dense, fine sand, manganese and oxide staining, mica observed										
10		Silty CLAY with Sand (ML-CL): yellowish brown, moist, very hard, low plasticity		3A 3B 3C	7 23 32	4.5		86	16			
15		Poorly Graded SAND (SP): white to reddish brown, moist, medium dense, fine sand, trace silt, decreased fine content with depth		4A 4B 4C	11 20 24							
20				5A 5B 5C	8 13 12							

Completion Depth: 25.0
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-1

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 111 feet Location: 38.760678, -121.367005	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
MATERIAL DESCRIPTION												
25		Poorly Graded SAND (SP): white to reddish brown, moist, medium dense, fine sand, trace silt, decreased fine content with depth (<i>continued</i>)		6A 6B 6C	11 17 17							
		Boring terminated at approximately 25 feet. No free groundwater was observed. Boring was backfilled with cement grout.										
30												
35												
40												
45												
Completion Depth: 25.0 Date Started: 2/22/22 Date Completed: 2/22/22 California Sampler: 2.5-in inner diameter SPT Sampler: 1.5-in inner diameter			Drilling Equipment: Taber Drilling CME 55 Drilling Method: Hollow Stem Auger Drive Weight: 140 lbs Hole Diameter: 8-in Drop: 30-in Remarks:									

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-2

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 110 feet Location: 38.760956, -121.366565	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION										
		Sandy Lean CLAY (CL): yellowish brown, dry to slightly moist, very hard, low plasticity, fine sand										
				1A	12							
				1B	37							
		Sandy SILT (ML): yellowish brown, moist, very hard, low plasticity, fine sand		1C	50/ 5"	4.5	52			33	27	6
5		increased sand content Direct Shear (c=400 psf, Ø=30°)		2A	6	4.5						
				2B	12							
				2C	26			82	37			
10		Silty SAND (SM): olive yellow, moist, dense, fine sand, seams of silt, iron oxide staining		3A	4							
				3B	24							
				3C	50/ 5"			93	20			
15		increased sand, decreased silt content		4A	6							
		Poorly Graded SAND (SP): white to reddish brown, dry to moist, medium dense, fine sand, mica observed		4B	13							
				4C	18							
		Boring terminated at approximately 16.5 feet. No free groundwater was observed. Boring was backfilled with cement grout.										
20												

Completion Depth: 16.5
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-3

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 111 feet Location: 38.760954, -121.365843	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
MATERIAL DESCRIPTION												
		Silty SAND (SM): yellowish brown, moist, dense to very dense, fine to medium sand, iron oxide staining, increased silt with depth		1A 1B	24 50/ 5.5"							
5		white calcium carbonate nodules, increased silt content, manganese oxide staining		2A 2B	24 50/ 5"			80	29			
10		decreased silt content		3A 3B 3C	10 29 29							
		Poorly Graded SAND (SP): very light yellowish brown, slightly moist, dense, fine to medium sand						95	5			
15		Silty SAND (SM): grayish brown, moist, very dense, fine sand		4	8 27 32							
20		Poorly Graded SAND (SP): olive gray, moist, medium dense, fine sand		5	5 12 17							

Completion Depth: 30.8
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-3

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 111 feet Location: 38.760954, -121.365843	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION										
		Sandy Lean CLAY (CL): grayish brown to olive, moist, very hard, low plasticity, fine sand (<i>continued</i>)										
25		slightly porous		6A 6B 6C	10 25 50/ 5.5"	4.5						
30		gray, medium plasticity, decreased sand content		7A 7B	14 50/ 3"	3.0						
		Sandy Clayey Siltstone: yellowish brown, slightly moist, highly weathered, very weak, manganese oxide staining										
		Boring terminated at approximately 30¾ feet. No free groundwater was observed. Boring was backfilled with cement grout.										
35												
40												
45												

Completion Depth: 30.8
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-4

Project Name: City of Roseville Parks JM-50
Project Number: G22-025-11S
Project Location: Monarch Grove Street, Roseville, CA
Logged by: M. Hammoud
Checked by: M. Romero

Depth, feet	Graphic Log	Surface El.: 112 feet Location: 38.761222, -121.365151	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION										
		Sandy SILT (ML): olive yellow, moist, hard to very hard, low plasticity, fine sand, iron oxide staining										
		R-Value= 27		1A 1B	28 50/ 3"	4.5						
5		increased sand content, hard, slightly porous		2A 2B 2C	13 17 29	4.5						
		very pale brown		3A 3B	27 50/ 5"	4.5		88	27			
10		Boring terminated at approximately 9¼ feet. No free groundwater was observed. Boring was backfilled with cement grout.										
15												
20												

FOR CITY COUNCIL APPROVAL

NOT FOR BIDDING

Completion Depth: 9.3
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-5

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 113 feet Location: 38.761615, -121.366846	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
MATERIAL DESCRIPTION												
		Sandy SILT (ML): yellowish to reddish brown, dry to moist, very hard, low plasticity, fine sand, manganese oxide staining		1A 1B	11 50/ 5.5"	4.5		81	30			
5		decreased sand content		2A 2B 2C	8 33 50/ 3"	4.5		83	33			
		increased sand content										
10		grayish brown, moist, fine sand		3A 3B 3C	5 25 50/ 3"	4.5						
		Silty SAND (SM): grayish brown, moist, dense to very dense, fine sand										
15				4	15 22 27							
		Boring terminated at approximately 16.5 feet. No free groundwater was observed. Boring was backfilled with cement grout.										
20												

Completion Depth: 16.5
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-6

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 115 feet Location: 38.762178, -121.367584	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION										
		Sandy SILT (ML): reddish brown, moist, firm, fine sand										
		olive yellow, moist, very hard, iron oxide staining		1A 1B	29 50/ 4"	4.5						
5		Poorly Graded SAND (SP): white to gray, dry, medium dense, fine sand										
				2A 2B 2C	5 9 13							
10		Boring terminated at approximately 8 feet. No free groundwater was observed. Boring was backfilled with soil cuttings.										
15												
20												

Completion Depth: 8.0
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22



BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
Telephone: (925) 315-3151

LOG OF BORING NO. B-7

Project Name: **City of Roseville Parks JM-50**
Project Number: **G22-025-11S**
Project Location: **Monarch Grove Street, Roseville, CA**
Logged by: **M. Hammoud**
Checked by: **M. Romero**

Depth, feet	Graphic Log	Surface El.: 115 feet Location: 38.761871, -121.365790	Samples	Sample Number	Penetration Blows / 6 inches	Pocket Penetro- meter, TSF	% Passing No. 200 Sieve	In-Situ Dry Weight (pcf)	In-Situ Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION										
		Lean CLAY (CL): yellowish red, moist, medium plasticity, fine sand										
5		Boring terminated at approximately 2 feet. No free groundwater was observed. Boring was backfilled with soil cuttings.										
10												
15												
20												

Completion Depth: 2.0
Date Started: 2/22/22
Date Completed: 2/22/22
California Sampler: 2.5-in inner diameter
SPT Sampler: 1.5-in inner diameter

Drilling Equipment: Taber Drilling CME 55
Drilling Method: Hollow Stem Auger
Drive Weight: 140 lbs
Hole Diameter: 8-in
Drop: 30-in
Remarks:

GEO_TARGET BORING LOGS_JM50.GPJ GEOTECHNICAL 08.GDT 3/24/22

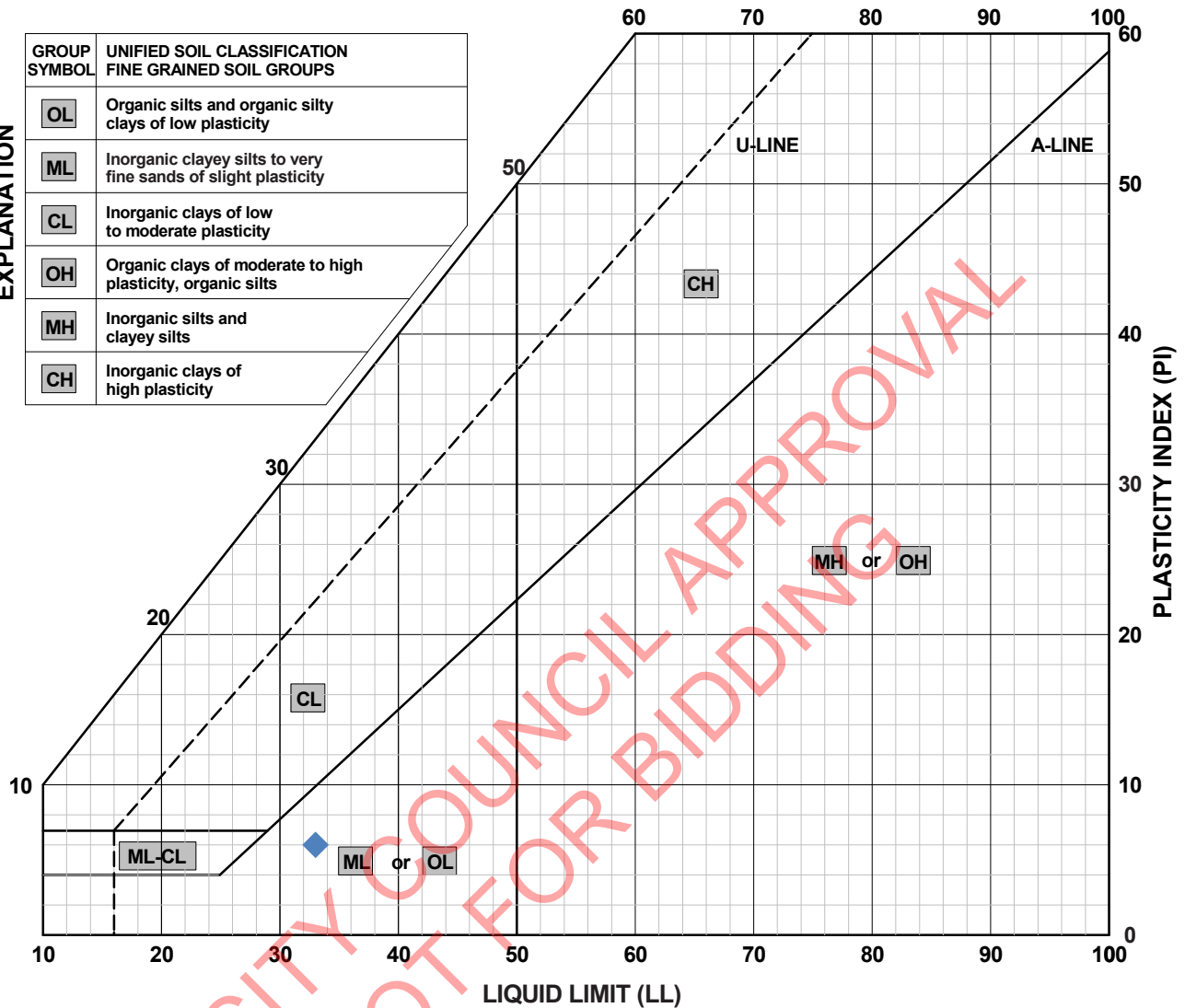
APPENDIX B

Laboratory Test Results

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

EXPLANATION

GROUP SYMBOL	UNIFIED SOIL CLASSIFICATION FINE GRAINED SOIL GROUPS
OL	Organic silts and organic silty clays of low plasticity
ML	Inorganic clayey silts to very fine sands of slight plasticity
CL	Inorganic clays of low to moderate plasticity
OH	Organic clays of moderate to high plasticity, organic silts
MH	Inorganic silts and clayey silts
CH	Inorganic clays of high plasticity



LEGEND:	SOURCE	DEPTH (ft)	LL	PL	PI	DESCRIPTION
◆	B-2	3.5	33	27	6	Sandy Silt (ML)

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PROJECT NO. G22-025-11S
 DRAWN: 03/09/22
 DRAWN BY: D. Tower
 CHECKED BY: C. Foulk
 FILE NAME: Figures.indd

**ATTERBERG LIMITS
(ASTM D4318)**

Limited Geotechnical Investigation
 JM-50 Park
 Between Monarch Grove St. and Upland Dr.
 Roseville, California

FIGURE

B-1

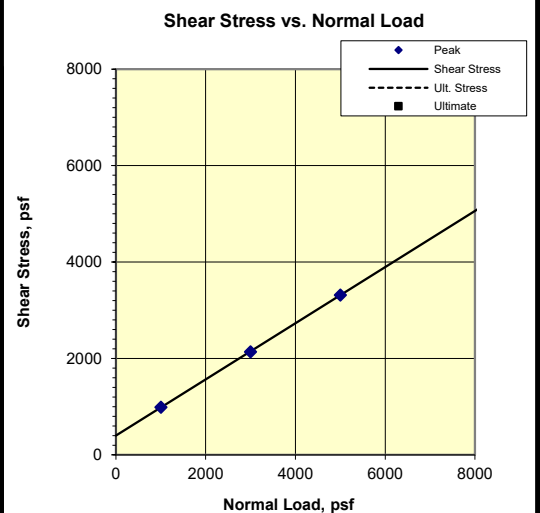
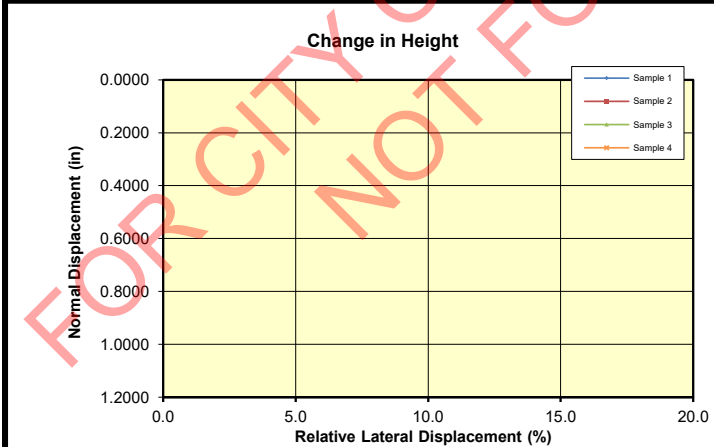
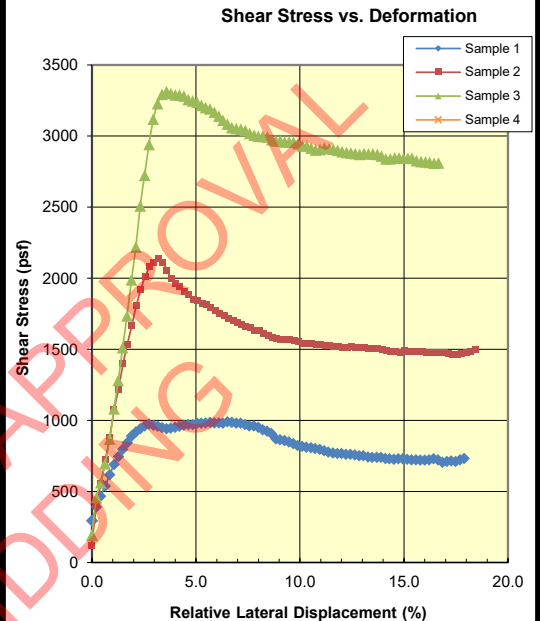


Consolidated Undrained Direct Shear (ASTM D3080M)

CTL Job #: 664-425 Project #: G22-025-11S By: MD
Client: BSK Associates Date: 3/8/2022 Checked: PJ
Project Name: City of Roseville JM-50Park Remolding Info:

Specimen Data			
	1	2	3
Boring:	B-2	B-2	B-2
Sample:	2C	2C	2C
Depth (ft):	6	6	6
Visual Description:	Sandy Silt (ML)	Sandy Silt (ML)	Sandy Silt (ML)
Normal Load (psf)	1000	3000	5000
Dry Mass of Specimen (g)	95.8	102.1	101.2
Initial Height (in)	1.00	1.01	1.01
Initial Diameter (in)	2.42	2.42	2.42
Initial Void Ratio	1.204	1.080	1.098
Initial Moisture (%)	40.5	34.3	35.8
Initial Wet Density (pcf)	111.4	112.9	113.1
Initial Dry Density (pcf)	79.3	84.0	83.3
Initial Saturation (%)	94.1	89.1	91.3
ΔHeight Consol (in)	0.0137	0.0232	0.0333
At Test Void Ratio	1.174	1.032	1.029
At Test Moisture (%)	41.9	36.0	36.6
At Test Wet Density (pcf)	114.1	117.0	117.6
At Test Dry Density (pcf)	80.4	86.0	86.1
At Test Saturation (%)	99.8	97.6	99.5
Strain Rate (%/min)	1.0	1.1	1.1
Strengths Picked at	Peak	Peak	Peak
Shear Stress (psf)	989	2135	3312
ΔHeight (in) at Peak			
Ultimate Stress (psf)			

Phi (deg)	30.2	Ult. Phi (deg)	
Cohesion (psf)	400	Ult. Cohesion (psf)	



Remarks: *DS-CU* A fully undrained condition may not be attained in this test. ΔH is not measured during undrained direct shear tests.

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PROJECT NO. G22-025-11S
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CHECKED BY: C. Foulk
FILE NAME: Figures.indd

CONSOLIDATED UNDRAINED DIRECT SHEAR TEST (ASTM D3080M)

Limited Geotechnical Investigation
JM-50 Park
Between Monarch Grove St. and Upland Dr.
Roseville, California

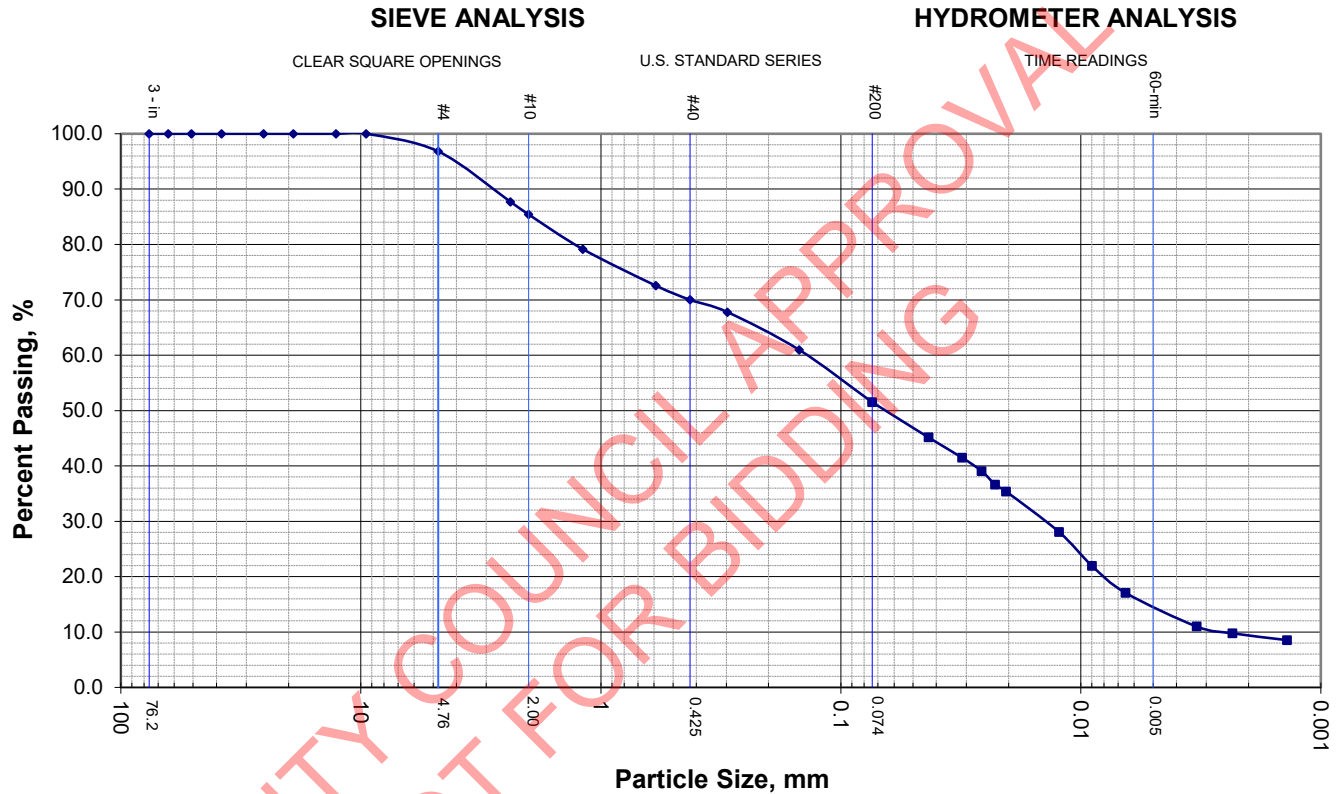
FIGURE

B-2

GRAIN SIZE ANALYSIS OF SOILS (ASTM D 422)

Client: Quadiga Inc.
 Project: City Of Roseville Parks JM-50
 Tested By: N.S.
 Reviewed By: R.C

Project No.: G22-025-11S
 Boring Number: B-2
 Sample ID: 1C
 Sample Depth: 3.5'
 Date Tested: 3/4/2022



PARTICLE SIZE DISTRIBUTION

Cobbles	Gravel	Sand			Silt (non-plastic)	Clay (Plastic)
		Coarse	Medium	Fine		
0	3	12	15	19	37	14

Specific Gravity, G_s - 2.65

Description of Soil: Sandy Silt (ML)

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PROJECT NO. G22-025-11S
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 DRAWN BY: D. Tower
 CHECKED BY: C. Foulk
 FILE NAME: Figures.indd

**GRAIN SIZE ANALYSIS OF SOILS
(ASTM D422)**

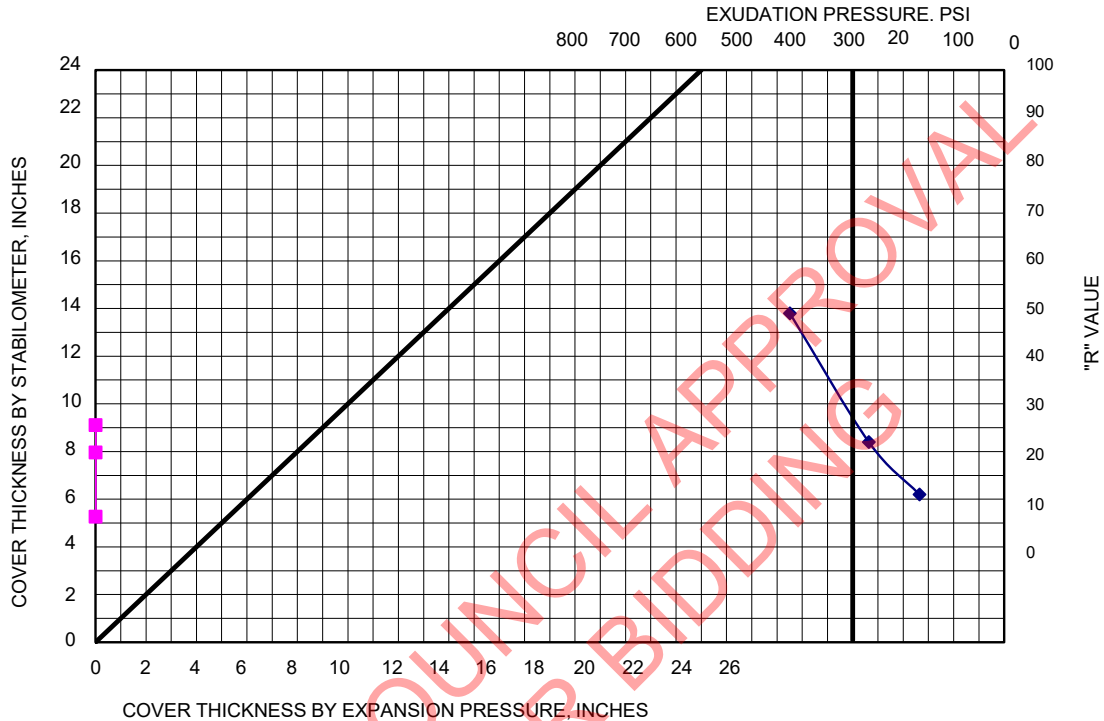
Limited Geotechnical Investigation
 JM-50 Park
 Between Monarch Grove St. and Upland Dr.
 Roseville, California

FIGURE
B-3

R-Value Test

Project Name: City of Roseville Parks JM-50
Project Number: G22-025-11S
Sample Source:
Lab Tracking ID: 20157
Sample Location: B-4@0-5

Sample Date: 2/22/2022
Sample By: MR
Test Date: 3/2/2022
Report Date: 3/3/2022
Tested By: TH



Sample Description: Sandy Silt (ML)

SPECIMEN	A	B	C
EXUDATION PRESSURE, LOAD (lb)	5332	3368	2109
EXUDATION PRESSURE, PSI	425	268	168
EXPANSION, * 0.0001 IN	0	0	0
EXPANSION PRESSURE, PSF	0	0	0
STABILOMETER PH AT 2000 LBS	59	105	129
DISPLACEMENT	4.53	4.59	4.88
RESISTANCE VALUE "R"	49	22	11
"R" VALUE CORRECTED FOR HEIGHT	49	22	11
% MOISTURE AT TEST	16.7	18.0	18.8
DRY DENSITY AT TEST, PCF	109.9	106.3	106.5
"R" VALUE AT 300 PSI EXUDATION PRESSURE	27		
"R" VALUE BY EXPANSION PRESSURE TI = 4.0, GF=1.50	N/A		

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PROJECT NO. G22-025-11S
DRAWN: 03/09/22
DRAWN BY: D. Tower
CHECKED BY: C. Foulk
FILE NAME: Figures.indd

R-VALUE TEST (ASTM D2844)

Limited Geotechnical Investigation
 JM-50 Park
 Between Monarch Grove St. and Upland Dr.
 Roseville, California

FIGURE

B-4



CERCO
analytical

1100 Willow Pass Court, Suite A
Concord, CA 94520-1006
925 462 2771 Fax, 925 462 2775
www.cercoanalytical.com

11 March, 2022

Job No. 2203006
Cust. No. 12667

Mr. Michael Romero
BSK Associates Engineers & Laboratories
399 Lindbergh Avenue
Livermore, CA 94551

Subject: Project No.: G22-025-11S
Project Name: JM-50 Park, Roseville
Corrosivity Analysis – ASTM Test Methods

Dear Mr. Romero:

Pursuant to your request, CERCO Analytical has analyzed the soil sample submitted on March 2, 2022. Based on the analytical results, this brief corrosivity evaluation is enclosed for your consideration.

Based upon the resistivity measurement the sample is classified as "moderately corrosive". All buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping such as ductile iron firewater pipelines should be protected against corrosion.

The chloride ion concentration is none detected with a reporting limit of 15 mg/kg.

The sulfate ion concentration is none detected with a reporting limit of mg/kg.

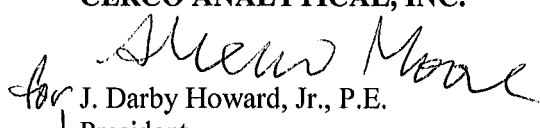
The pH of the soil is 7.68, which does not present corrosion problems for buried iron, steel, mortar-coated steel and reinforced concrete structures.

The redox potential is 260-mV. Sample No.001 is indicative of potentially "slightly corrosive" soils resulting from anaerobic soil conditions.

This corrosivity evaluation is based on general corrosion engineering standards and is non-specific in nature. For specific long-term corrosion control design recommendations or consultation, please call *JDH Corrosion Consultants, Inc.* at (925) 927-6630.

We appreciate the opportunity of working with you on this project. If you have any questions, or if you require further information, please do not hesitate to contact us.

Very truly yours,
CERCO ANALYTICAL, INC.


for J. Darby Howard, Jr., P.E.
President

JDH/jdl
Enclosure

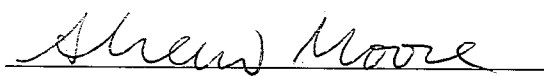
Client: BSK Associates Engineers & Laboratories
 Client's Project No.: G22-025-11S
 Client's Project Name: FM-50 Park, Roseville
 Date Sampled: 22-Feb-22
 Date Received: 2-Mar-22
 Matrix: Soil
 Authorization: Chain of Custody

Date of Report: 11-Mar-2022

Job/Sample No.	Sample I.D.	Redox (mV)	pH	Conductivity (umhos/cm)*	Resistivity (100% Saturation) (ohms-cm)	Sulfide (mg/kg)*	Chloride (mg/kg)*	Sulfate (mg/kg)*
2203006-001	B-2/1B @ 2.5'	260	7.68		4,700	-	N.D.	N.D.

Method:	ASTM D1498	ASTM D4972	ASTM D1125M	ASTM G57	ASTM D4658M	ASTM D4327	ASTM D4327
Reporting Limit:	-	-	10	-	50	15	15
Date Analyzed:	9-Mar-2022	9-Mar-2022	-	8-Mar-2022	-	9-Mar-2022	9-Mar-2022

* Results Reported on "As Received" Basis
 N.D. - None Detected


 Cheryl McMillen
 Laboratory Director

Quality Control Summary - All laboratory quality control parameters were found to be within established limits

APPENDIX C

Important Information About This Geotechnical-Engineering Report

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING



Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual site-wide subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



**GEOPROFESSIONAL
BUSINESS
ASSOCIATION**

Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

DRAWINGS

Project: John Byouk Park Project

Project drawings are issued as a separate plan set,
titled "John Byouk Park (formerly JM-50)"
dated 3/13/24
as prepared by Quadriga

DRAW

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

GENERAL:

- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
- THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.
- THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
- THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE SAME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.
- A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.
- ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
- CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
- DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C.
- ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AND EASEMENT AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
- THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
- PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
- ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
- THE DEVELOPERS CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
- WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE PLACED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
- WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1½" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1 ½" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.
- ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE ROP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL PLACE FILTER FABRIC BETWEEN THE INITIAL BEDDING AND BACKFILL AND THE TRENCH BACKFILL FOR SANITARY SEWERS DEPTH GREATER THAN 15 FEET MEASURED TO THE PIPE INVERT

GRADING:

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.
- NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
- TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
- THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
- ADJACENT STREET FRONTAGES SHALL BE SWEEPED AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.
- CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
- SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
- GRADES SHOWN OUTSIDE OF THE PUBLIC RIGHT OF WAY WITHIN THE APPROVED GRADING PLAN ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION BY THE BUILDING DIVISION FOR COMPLIANCE WITH THE UNIFORM BUILDING CODE AND STATE OF CALIFORNIA TITLE 24 HANDICAP ACCESSIBILITY REQUIREMENTS.
- THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD
- CONTAMINATED SOIL – CONTRACTOR AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND

AND HOLD HARMLESS THE CITY OR ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE CONTRACTOR. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

EROSION/SEDIMENT CONTROL:

- THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQD 99-080-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE, OR FROM SITES SMALLER THAN ONE ACRE IF THE CONSTRUCTION ACTIVITY IS PART OF A LARGER PLAN OF DEVELOPMENT OR SALE THAT DISTURBS ONE ACRE OR MORE. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE, NOR A PRE-CONSTRUCTION MEETING PERMITTED TO BE SCHEDULED, PRIOR TO THE SWPPP BEING ACCEPTED BY THE CITY. FOR MORE INFORMATION SEE: [HTTP://WWW.ROSEVILLE.CA.US/EU/STORMWATER_MANAGEMENT](http://WWW.ROSEVILLE.CA.US/EU/STORMWATER_MANAGEMENT)
- THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.
- A COPY OF THE SWPPP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR.
- NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.
- THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

AIR QUALITY:

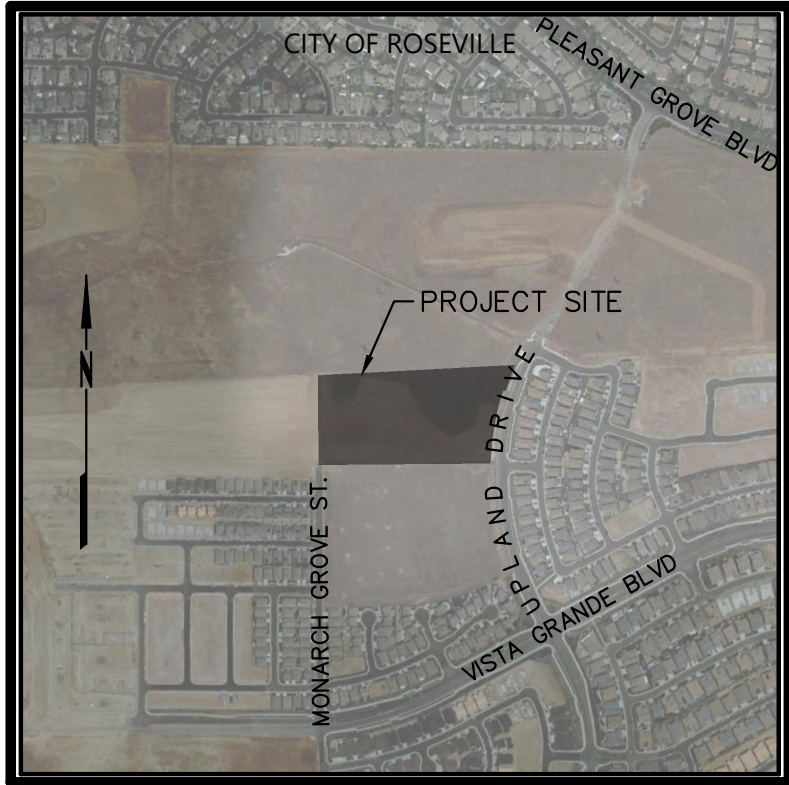
THE FOLLOWING NOTES ARE PROVIDED AS REFERENCE TO APPLICABLE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT ADOPTED RULES AND REGULATIONS. COMPLIANCE WITH ALL APPLICABLE APCD RULES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AIR QUALITY RULES ARE ENFORCED SOLELY BY THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT.

- CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
- THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
- DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
- DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
- A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
- PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013)

GENERAL FIRE DEPARTMENT NOTES:

- AN APPROVED PROJECT SIGN SHALL BE PLACED AT VEHICLE ACCESS POINTS INTO THE PROJECT DURING CONSTRUCTION TO ASSIST EMERGENCY RESPONDERS. THE SIGN SHALL IDENTIFY THE ADDRESS, AS APPROVED BY THE CITY OF ROSEVILLE. SUCH SIGNS SHALL BE CLEARLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROJECT.
- PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL STRUCTURES AND COMBUSTIBLE STORAGE PILES. FIRE APPARATUS ACCESS ROADS SHALL BE FULLY PAVED AND SHALL BE DESIGNED TO SUPPORT THE IMPOSED WEIGHT OF A FIRE APPARATUS (34 TONS GWW), UNLESS PRIOR APPROVAL IS OBTAINED FROM THE FIRE DEPARTMENT FOR TEMPORARY ACCESS ROADS. ACCESS ROADS SHALL BE PROVIDED WITH A MINIMUM 20-FOOT ROADWAY WIDTH AND 13 FOOT 6 INCH VERTICAL CLEARANCE.
- PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, ANY REQUIRED ON-SITE FIRE HYDRANTS SHALL BE COMPLETED AND ACCEPTED BY THE ROSEVILLE FIRE DEPARTMENT.
- CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR THE BUILDING.
- BARRICADES SHALL BE PROVIDED TO PROTECT ANY NATURAL GAS METER, FIRE HYDRANT, FIRE DEPARTMENT CONTROL DEVICE, OR OTHER POSSIBLE PERTINENT EQUIPMENT OR DEVICES THAT MAY BE SUBJECT TO VEHICULAR DAMAGE.
- PROVIDE AND MAINTAIN A MINIMUM 3-FOOT CLEAR SPACE AROUND FIRE PROTECTION EQUIPMENT.
- THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIALS AND TRASH IS PROHIBITED.
- ASPHALT AND TAR KETTLES SHALL NOT BE LOCATED WITHIN 20 FEET OF ANY COMBUSTIBLE MATERIAL, COMBUSTIBLE BUILDING SURFACE OR BUILDING OPENING. AN ATTENDANT SHALL BE WITHIN 100 FEET OF A KETTLE WHEN THE HEAT SOURCE IS OPERATING. A MINIMUM OF ONE (1) 20B:C PORTABLE FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 30 FEET OF THE KETTLE, AND ON THE ROOF DURING ASPHALT COATING OPERATIONS.
- DRYWALL AND OTHER TEMPORARY HEATING DEVICES SHALL BE OF AN APPROVED TYPE, LOCATED AWAY FROM COMBUSTIBLE MATERIALS AND ATTENDED AND MAINTAINED AT ALL TIMES. HEATING DEVICES SHALL NOT BE OPERATED AFTER NORMAL WORKING HOURS WITHOUT BEING ATTENDED TO ON AN HOURLY BASIS.
- CUTTING AND WELDING OPERATIONS SHALL CONFORM TO THE HOT WORK PROVISIONS OF CHAPTER 35 OF THE FIRE CODE. A FIRE WATCH SHALL BE PROVIDED DURING HOT-WORK ACTIVITIES AND SHALL CONTINUE FOR A MINIMUM OF 30 MINUTES AFTER THE CONCLUSION OF THE WORK.
- IF SITE SURVEY OR EARTH MOVING WORK RESULTS IN THE DISCOVERY OF HAZARDOUS MATERIALS IN CONTAINERS, OR WHAT APPEARS TO BE HAZARDOUS WASTES RELEASED INTO THE GROUND, THE CONTRACTOR OR APPLICANT SHALL IMMEDIATELY REPORT THE FINDING TO THE ROSEVILLE FIRE DEPARTMENT VIA PHONE AT (916) 774-5800. ALL SUSPECTED AREAS SHALL BE MARKED OFF WITH APPROVED SIGNAGE OR CAUTION TAPE UNTIL SUCH TIME THAT A REPRESENTATIVE FROM THE FIRE DEPARTMENT DETERMINES WHETHER THE RELEASE IS REPORTABLE OR NOT AND IF SITE REMEDIATION IS REQUIRED.
- FIRE SAFETY DURING CONSTRUCTION SHALL COMPLY WITH CHAPTER 33 OF THE CALIFORNIA FIRE CODE.
- ADEQUATE RADIO COVERAGE SHALL BE PROVIDED WITHIN BUILDINGS FOR PUBLIC SAFETY AGENCIES, AS REQUIRED BY FIRE CODE.
- ALL UNDERGROUND FIRE LINE SHALL BE HYDRAULICALLY PRESSURED AT 200 PSI FOR TWO-HOURS PER THE NFPA STANDARD FOR UNDERGROUND FIRE WATER LINE. AN INSPECTION SHALL BE REQUIRED TO WITNESS THE TEST WITH A SUBSEQUENT INSPECTION AFTER THE TWO-HOUR DURATION HAS EXPIRED.
- TEMPORARY USE OF ON-SITE GENERATORS WITH OVER 60 GALLONS OF DIESEL FUEL SHALL REQUIRE A FIRE DEPARTMENT PERMIT AND MUST MEET THE REQUIREMENTS OF THE CHAPTER 6.95 OF THE HEALTH AND SAFETY CODE, THE ROSEVILLE FIRE DEPARTMENT AND THE NATIONAL FIRE CODES. CONTACT THE FIRE DEPARTMENT AT 916-774-5800 TO INITIATE THE PERMIT APPLICATION.
- SECTION 10.6.2 OF NFPA 24 HAS BEEN AMENDED NOT TO ALLOW MECHANICAL JOINTS UNDER BUILDINGS. SEE CHAPTER 80 OF THE CALIFORNIA FIRE CODE, PAGE 519. PROVIDE DETAIL OF THE PROPOSED RISER AND UNDERGROUND DETAIL TO THE PAD.

- CIVIL IMPROVEMENT PLANS SHALL BE RESUBMITTED IF IT HAS BEEN DETERMINED BY THE APPLICANT THAT AN ON-SITE FIRE PUMP WILL BE REQUIRED AS THE RESULT OF SUPPLYING 100 PSI RESIDUAL PRESSURE AT THE STANDPIPE ROOF OUTLET ACCORDANCE WITH NFPA 14, STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS.
- THE SUBMITTED PRIVATE UNDERGROUND FIRE LINE SHALL BE REVIEWED AND APPROVED BY THE ENVIRONMENTAL UTILITIES DEPARTMENT (EUD) IN CONJUNCTION WITH THE FIRE DEPARTMENT (RFD) PRIOR TO REQUESTING FOR THE REQUIRED INSPECTION FROM THE RFD. THE FIRE SPRINKLER PLANS WILL NOT BE APPROVED BY THE RFD UNTIL THE UNDERGROUND SERVICE LATERAL HAS BEEN INSPECTED AND ACCEPTED BY THE RFD.
- ALL PROPOSED BURIED BOLTS SHALL BE COATED WITH A LISTED PRODUCT SUCH AS CHRISTY'S HD-50.
- ACCORDING TO NFPA 13, 6.3.1.1.1, THE UNDERGROUND FIRE LINE CANNOT EXTEND INTO THE BUILDING FURTHER THAN 24 INCHES.
- AN 18 AWG MINIMUM GAUGE TRACER WIRE SHALL BE INSTALLED ALONG ALL NON-METALLIC UNDERGROUND PIPING IN ACCORDANCE WITH SECTION 604 OF THE CALIFORNIA PLUMBING CODE. NOTATIONS SHALL BE MADE ON THE RESUBMITTAL.
- FIRE DEPARTMENT CONNECTION(S) SHALL BE WITHIN 2-FEET OF BACK OF CURB OR BACK OF WALKWAY, AND SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.
- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE LABELED WITH THE APPROPRIATE ADDRESS.
- MECHANICAL JOINTS SHALL BE INSTALLED AT AREAS NOTED PER THE EBBA THRUST RESTRAINT DESIGN PROGRAM SPECIFICATIONS.
- CONDUITS SHALL BE INSTALL AND AVAILABLE FOR FUTURE MONITORING OF ALL FIRE PROTECTION DEVICES.
- ALL WORK SHALL BE INSPECTED BY THE FIRE DEPARTMENT PRIOR TO INSTALLING GROUND MATERIALS.
- TO SCHEDULE A FIRE DEPARTMENT INSPECTION FOR ANY ON-SITE WORK, FOLLOW THE DIRECTIONS USING THE CITY OF ROSEVILLE CITIZEN PORTAL AT PERMITS.ONLINE.ROSEVILLE.CA.US. THE FOLLOWING BD NUMBER BELOW SHALL BE USED WHEN SCHEDULING A FIRE DEPARTMENT INSPECTION. A BD NUMBER WILL BE ISSUED UPON APPROVAL. ALL INQUIRING REGARDING INSPECTIONS AND PERMIT FEES SHALL BE MADE BY CALLING (916) 774-5332.



VICINITY MAP
NOT TO SCALE

SHEET INDEX		
DWG #	SHEET #	SHEET TITLE
01	C0.1	GENERAL NOTES, LEGEND, & ABBREVIATIONS
02	C1.0	EXISTING CONDITIONS
03	C2.0	DEMOLITION PLAN
04	C3.0	SURFACE IMPROVEMENT PLAN
05	C3.1	SURFACE IMPROVEMENT PLAN
06		CORNER SIGHT DISTANCE
07	C4.0	GRADING PLAN
08	C4.1	GRADING PLAN
09		GRADING SECTIONS
10	C5.0	UTILITY PLAN
11	C6.0	STORMWATER CONTROL PLAN
12	C7.0	EROSION CONTROL PLAN
13	C7.1	EROSION CONTROL DETAILS
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17	C8.3	DETAILS
18	C8.4	DETAILS
19	C8.5	DETAILS

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JOHN BYOUK PARK (JM-50)

100% Construction Documents

APN 498-010-030-000

4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

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Issuances & Revisions	
No.	Description Date

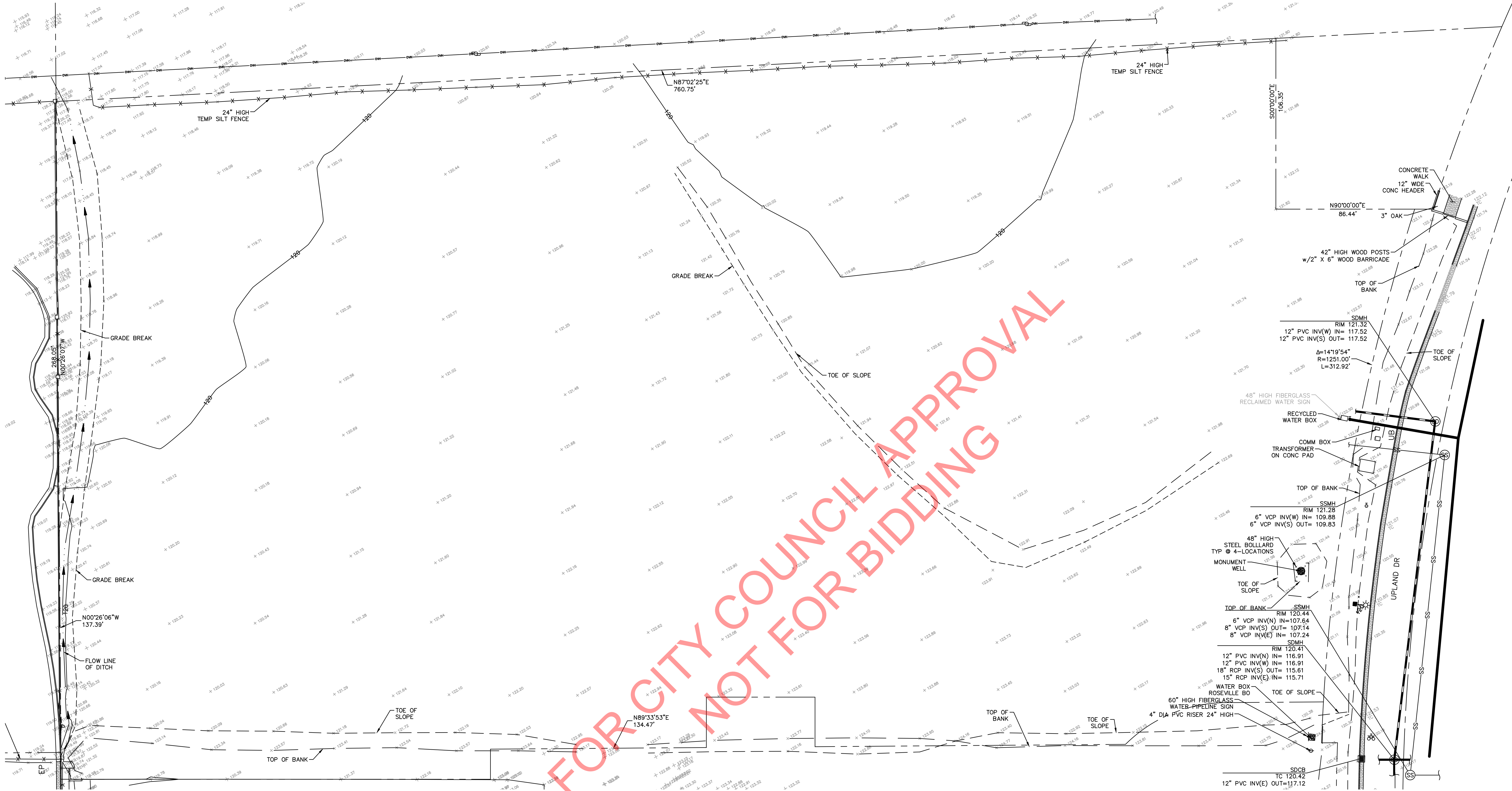
Key Plan/Consultant Stamp

City of Roseville Approval

GENERAL NOTES,
LEGEND, &
ABBREVIATIONS

Date: 2024/03/12
Project Number: 21-1745
Scale:

C0.1



ABBREVIATIONS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
AC	ASPHALTIC CONCRETE	INV	INVERT ELEVATION
BC	BEGIN OF CURVE	IRR	IRRIGATION
BFP	BACKFLOW PREVENTER	JP	JOINT POLE
BO	BLOWOFF	LG	LIP OF GUTTER
BTM	BOTTOM	PVC	POLYVINYL CHLORIDE
BW	BACK OF WALK	PWMT	PAVEMENT
CL	CENTERLINE	PG&E	PACIFIC GAS AND ELECTRIC
COM	COMMUNICATION	RW	RECLAIMED WATER
CONC	CONCRETE	SD	STORM DRAIN
COR	CORNER	SDCB	STORM DRAIN CATCH BASIN
CSP	CORRUGATED STEEL PIPE	SDCO	STORM DRAIN CLEANOUT
DIA	DIAMETER	SDWK	SIDEWALK
DW	DOMESTIC WATER	SS	SANITARY SEWER
EP	EDGE OF PAVEMENT	SW	SIDEWALK
E	ELECTRIC	TC	TOP OF CURB
EB	ELECTRIC BOX	TEL	TELEPHONE
EC	END OF CURVE	TYP	TYPICAL
ELEV	ELEVATION	W	WATER, WATERLINE
EW	EDGE OF WALK	W/	WITH
FL	FLOW LINE	WB	WATER BOX
GB	GRADE BREAK	WM	WATER METER
GND	GROUND ELEVATION	WV	WATER VALVE
HCR	HANDICAP RAMP		

LEGEND

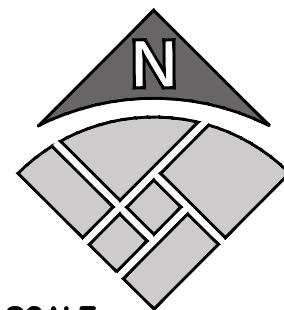
	FENCE LINE
	FLOWLINE
	JOINT POLE
	GUY WIRE
	STREET LIGHT
	CONTINUATION
	BACK FLOW PREVENTER
	STORM DRAIN CATCH BASIN
	WATER VALVE
	PROPERTY LINE

EXISTING CONDITION NOTES:

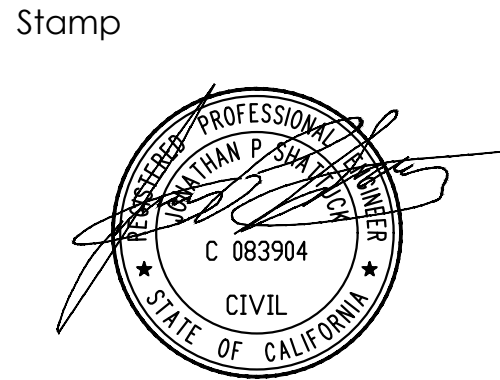
- A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE KNOWN UNDERGROUND UTILITIES. THE TYPES, LOCATIONS, EXTENTS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND WERE OBTAINED FROM VARIOUS SOURCES, INCLUDING TOPOGRAPHIC FIELD SURVEYS, AND AS-BUILT DRAWINGS PROVIDED BY THE PROPERTY OWNER. ABANDONED UNDERGROUND UTILITIES MAY EXIST, THE LOCATION OF WHICH ARE NOT KNOWN. CONTRACTOR IS CAUTIONED THAT THE TYPES, LOCATIONS, EXTENTS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES INDICATED ON THE PLANS MAY NOT BE THE TYPES, LOCATIONS, EXTENTS, SIZES AND DEPTHS ENCOUNTERED IN THE FIELD.
- ONLY EXCAVATION AND PHYSICAL EXPOSURE WILL REVEAL THE ACTUAL TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF EXISTING UNDERGROUND UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING EXISTING UNDERGROUND UTILITIES WITHIN THE AREA OF WORK. CONTRACTOR SHALL RETAIN A PRIVATE UTILITY LOCATOR TO IDENTIFY EXISTING UTILITIES. THE CONTRACTOR SHALL POTHOLE AS NECESSARY AT CONNECTION LOCATIONS AND PROPOSED UTILITY CROSSINGS TO FULLY LOCATE AND IDENTIFY EXISTING UTILITIES. POTHOLING SHALL BE DONE AND THE RESULTS, INCLUDING ANY CONFLICTS IDENTIFIED, REPORTED TO THE ENGINEER PRIOR TO THE START OF WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK TO AVOID CONFLICTS BETWEEN SEWER LATERALS, STORM DRAINS, WATER MAINS, AND ALL OTHER UNDERGROUND UTILITIES.
- UTILITY INFORMATION IS OBTAINED BY AS-BUILT INFORMATION AS WELL AS SURVEY OBSERVATION. ALL EXISTING UTILITY INFORMATION IN THIS PLAN SET IS IDENTIFIED PER THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARD FOR LEVEL OF QUALITY. BELOW IS A LIST OF THE LEVEL OF QUALITY CATEGORIES WITH THE ASSOCIATED DEFINITION PER ASCE STANDARDS.

(C) – INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

(D) – UTILITY LOCATION INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.



JOHN BYOUK PARK (JM-50)
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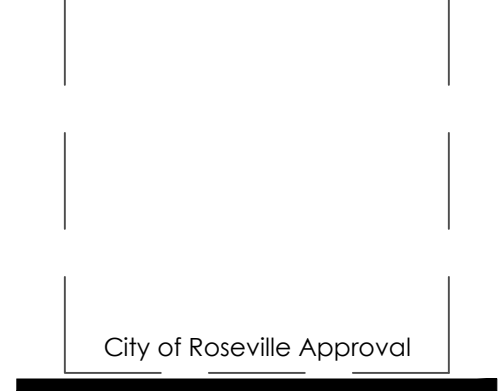


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No.	Description	Date

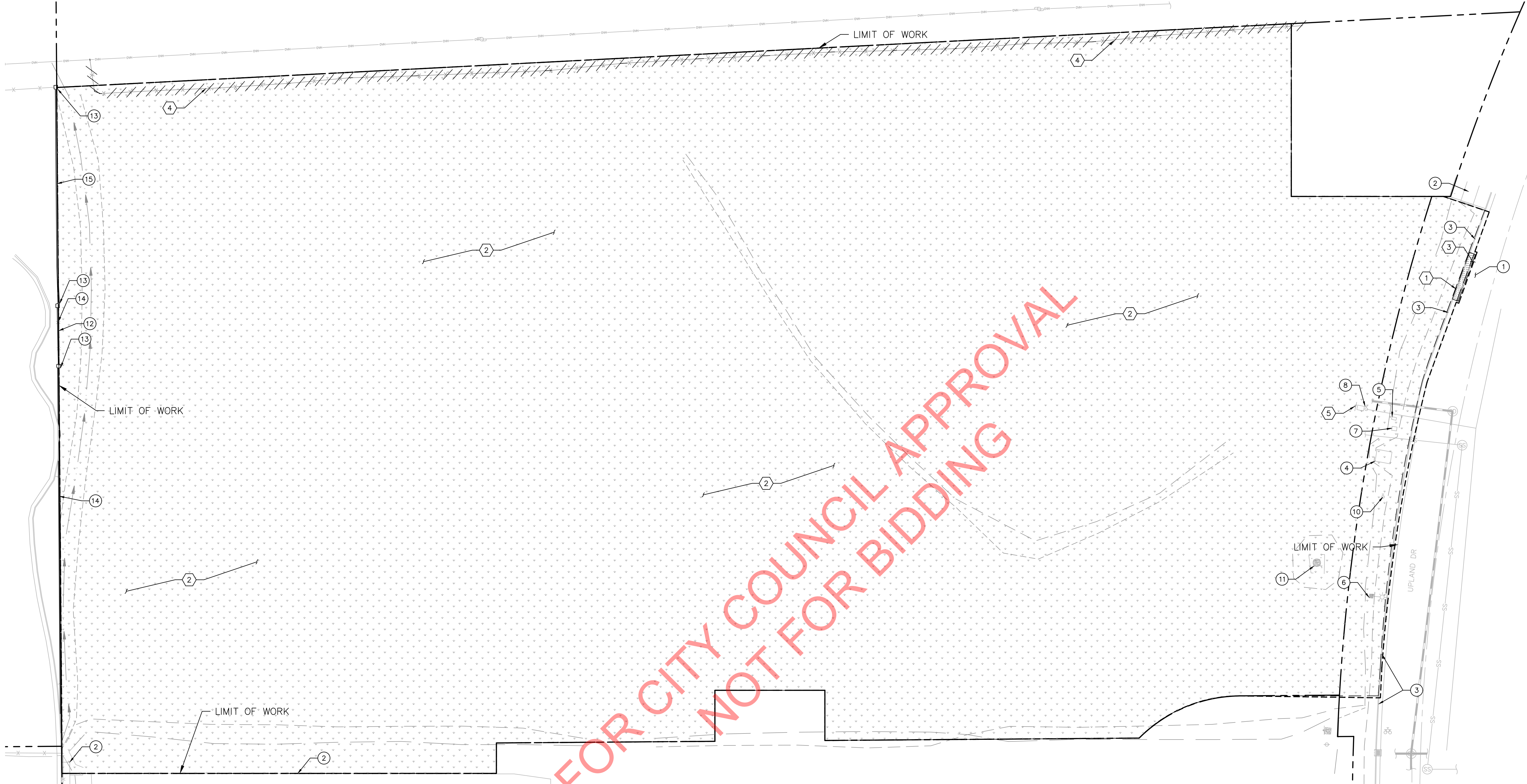
Key Plan/Consultant Stamp



EXISTING CONDITIONS

Date: 2024/03/12
Project Number: 21-1745
Scale:

C1.0



DEMOLITION ITEMS:

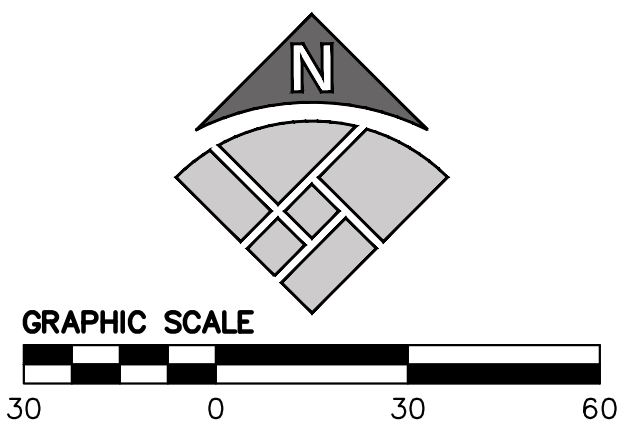
- ① REMOVE EX CURB AND GUTTER
- ② CLEAR AND GRUB
- ③ REMOVE EX ASPHALT
- ④ REMOVE EX FENCE
- ⑤ REMOVE EX SIGN

PROTECTION ITEMS:

- ① PROTECT EX ASPHALT
- ② PROTECT EX CONCRETE
- ③ PROTECT EX CURB AND GUTTER
- ④ PROTECT EX ELECTRICAL STRUCTURE
- ⑤ PROTECT COMMUNICATIONS STRUCTURE
- ⑥ PROTECT EX LIGHT POLE
- ⑦ PROTECT EX UTILITY BOX
- ⑧ PROTECT EX WATER STRUCTURE
- ⑨ NOT USED
- ⑩ PROTECT EX GAS STRUCTURE
- ⑪ PROTECT EX MONUMENT WELL
- ⑫ PROTECT EX FENCE
- ⑬ PROTECT EX COLUMN
- ⑭ PROTECT EX CONCRETE BAND
- ⑮ PROTECT EX WALL

DEMOLITION NOTES:

1. CONTRACTOR TO USE CAUTION WHEN WORKING ADJACENT TO EXISTING BUILDING.
2. CONTRACTOR TO CLEAR AND GRUB WITHIN THE LIMITS OF PROPOSED WORK, UNLESS OTHERWISE NOTED ON PLANS.
3. RIM ELEVATIONS FOR EXISTING UTILITY STRUCTURES SHALL BE RAISED TO PROPOSED SURFACE ELEVATIONS.
4. THE UTILITY LINES AND STRUCTURES SHOWN ON THESE PLANS ARE DERIVED FROM RECORD DATA AND/OR SURFACE OBSERVATION AND ARE APPROXIMATE ONLY. ACTUAL LOCATION AND SIZE, TOGETHER WITH THE PRESENCE OF ANY ADDITIONAL UTILITY LINES AND STRUCTURES NOT SHOWN ON THIS PLAN, SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD AND INFORMATION SHOWN ON THESE PLANS.
5. THE CONTRACTOR IS REQUIRED BY STATE LAW TO ACTIVELY RESEARCH THE WORK AREA PRIOR TO COMMENCEMENT OF CONSTRUCTION, REFERENCE ANY MONUMENTS, AND REPLACE THOSE DAMAGED OR REMOVED DURING CONSTRUCTION.
6. THE LIMITS OF DEMOLITION SHOWN ARE APPROXIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING SURROUNDINGS, LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, AND SIDEWALKS AND AVOIDING ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES OR HAZARDOUS CONDITIONS.
7. EXISTING CURB AND SIDEWALK AND LANDSCAPE/IRRIGATION WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH THEY WERE NOT TO BE REMOVED, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
8. PROTECT ALL EXISTING UTILITIES AND SITE FEATURES FROM BEING DAMAGED, UNLESS OTHERWISE NOTED. ALL UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED AT NO ADDITIONAL COST TO THE OWNER AND TO THE SATISFACTION OF THE ENGINEER.
9. CONTRACTOR SHALL PROTECT EXISTING TREES UNLESS OTHERWISE NOTED ON PLANS. CONTRACTOR TO USE CAUTION WHEN PERFORMING DEMOLITION NEAR TREE TO REMAIN.
10. CONTRACTOR SHALL REMOVE AND RELOCATE EXISTING SIGNS ALONG CITY STREETS. NON CITY SIGNS WILL BE REMOVED BY OTHERS.



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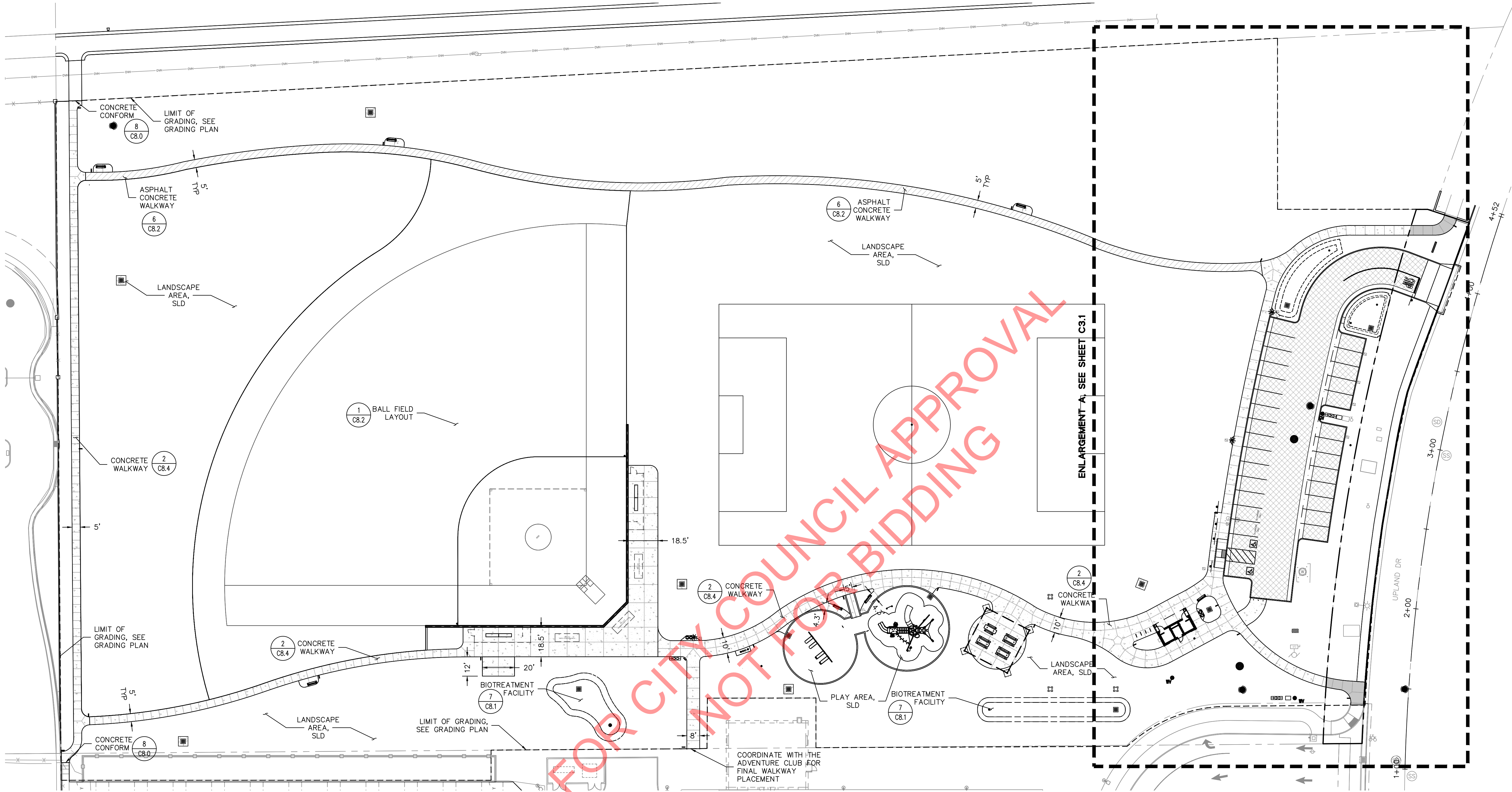
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DEMOLITION PLAN

Date: 2024/03/12
Project Number: 21-1745
Scale:

C2.0

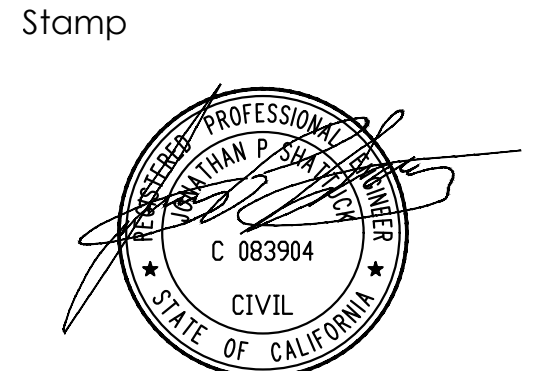
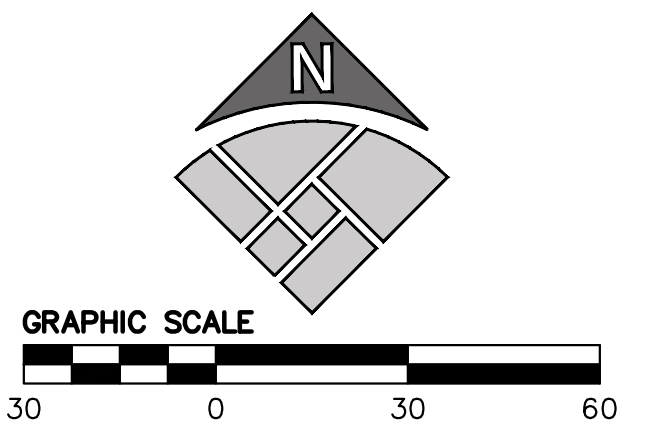


SURFACE IMPROVEMENTS LEGEND:

- CONCRETE WALK PER CITY OF ROSEVILLE STANDARD DETAIL PK-31
- VEHICULAR ASPHALT CONCRETE (3" AC/8" CLASS II AB)
- FLUSH CURB
- CONCRETE WALK WITHIN ROW PER CITY OF ROSEVILLE STANDARD DETAIL ST-7
- ASPHALT CONCRETE PAVING PER CITY OF ROSEVILLE STANDARD DETAIL PK-30
- 2"-6" RIVER COBBLE

SURFACE IMPROVEMENTS NOTES:

- THE LIMITS OF WORK ARE APPROXIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING SURROUNDINGS, LANDSCAPE, AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION, AVOIDING ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS-SLOPES OR HAZARDOUS CONDITIONS.
- EXISTING CONCRETE SHALL BE REMOVED AT THE NEAREST EXPANSION JOINTS.
- NEW WORK SHALL MATCH EXISTING AS CLOSELY AS POSSIBLE IN FINISH, SCORING, AND COLOR.
- EXISTING SITE FEATURES (CURBS, CONCRETE WALKS, LANDSCAPE, IRRIGATION, ETC.) DEMOLISHED DURING CONSTRUCTION SHALL BE REPLACED IN KIND.
- SEE LANDSCAPE DRAWINGS FOR SCORE LINES, COLOR, AND FINISH OF CONCRETE
- CONCRETE WALK IN RIGHT OF WAY SHALL BE PER CITY OF ROSEVILLE DESIGN STANDARDS 7-6.



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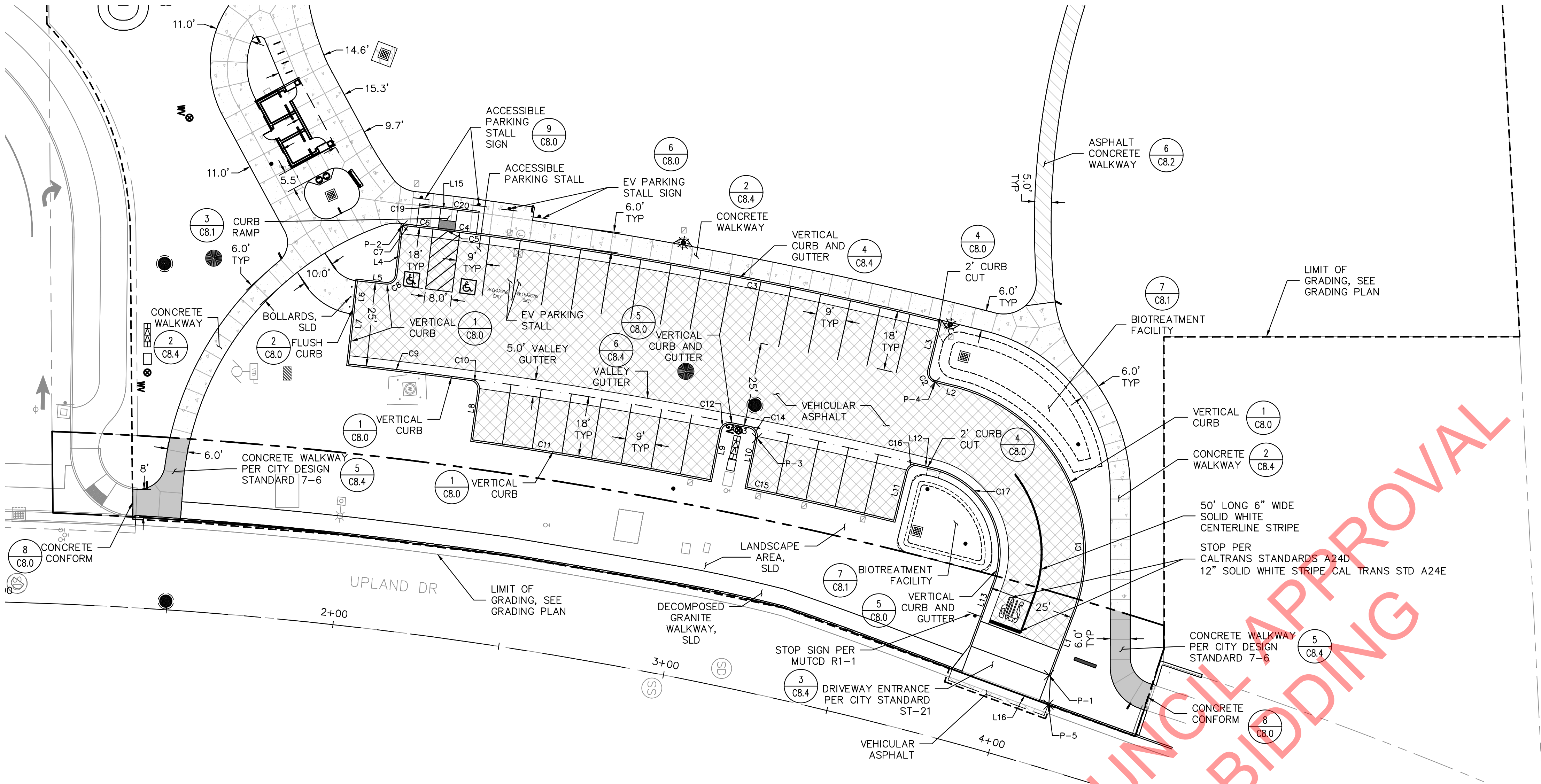
Key Plan/Consultant Stamp

City of Roseville Approval

SURFACE IMPROVEMENT PLAN

Date: 2024/03/12
Project Number: 21-1745
Scale:

C3.0



ENLARGEMENT A

SURFACE IMPROVEMENTS LEGEND:

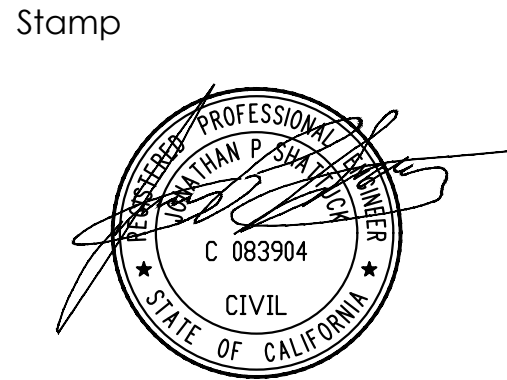
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REFERENCE POINTS FOR IMPROVEMENTS			
Point #	Description	Northing	Easting
P-1	FACE OF CURB	2040399.52	6742786.11
P-2	FACE OF CURB	2040206.24	6742651.59
P-3	FACE OF CURB	2040312.23	6742715.21
P-4	FACE OF CURB	2040365.46	6742698.51
P-5	FACE OF CURB	2040399.36	6742794.91

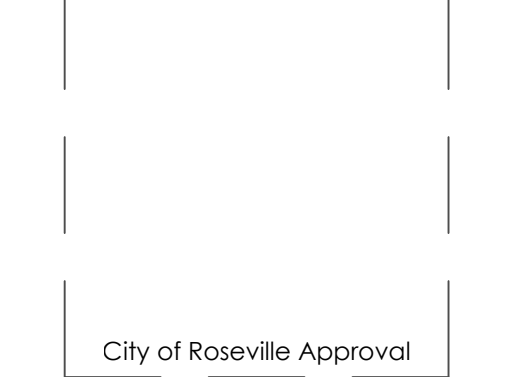
LINE TABLE			CURVE TABLE			
LINE NO.	LENGTH	DIRECTION	CURVE NO.	LENGTH	RADIUS	DELTA
L1	19.81'	S69° 07' 51.65"E	C1	86.21'	50.90'	97.05°
L2	6.05'	N13° 56' 50.47"E	C2	4.71'	3.00'	89.87°
L3	15.00'	S76° 19' 02.34"E	C3	141.06'	1224.56'	6.60°
L4	15.00'	N83° 23' 58.47"W	C4	6.50'	1994.03'	0.19°
L5	8.53'	N6° 16' 51.83"E	C5	5.00'	735.92'	0.39°
L6	9.99'	N83° 54' 23.86"W	C6	6.50'	758.75'	0.49°
L7	15.01'	N83° 54' 23.86"W	C7	4.18'	1320.50'	0.18°
L8	15.00'	N82° 07' 07.16"W	C8	4.70'	3.01'	89.49°
L9	14.97'	S78° 50' 35.89"E	C9	36.86'	1277.50'	1.65°
L10	14.97'	N78° 19' 50.08"W	C10	4.72'	3.00'	90.13°
L11	15.02'	S75° 55' 10.71"E	C11	72.00'	1259.50'	3.28°
L12	5.01'	S13° 58' 04.69"W	C12	4.72'	2.99'	90.38°
L13	20.26'	N69° 43' 00.28"W	C13	5.42'	1277.52'	0.24°
L15	4.98'	N7° 01' 01.58"E	C14	4.72'	3.00'	90.13°
L16	30.70'	S20° 14' 31.18"W	C15	45.00'	1259.50'	2.05°
			C16	4.70'	2.99'	90.00°
			C17	43.66'	26.00'	96.20°
			C19	6.50'	3065.77'	0.12°
			C20	6.52'	4726.11'	0.08°



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No.	Description	Date

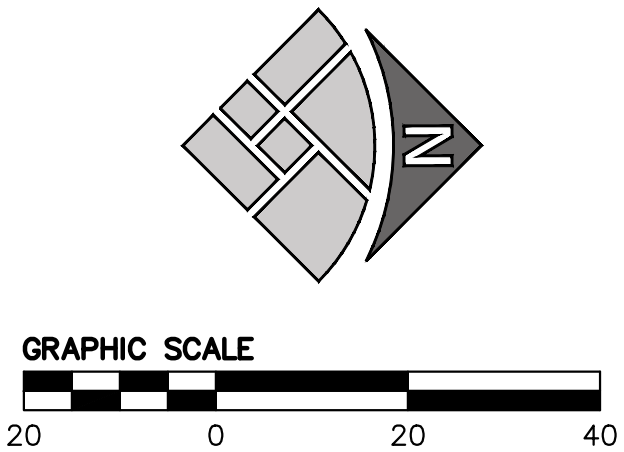
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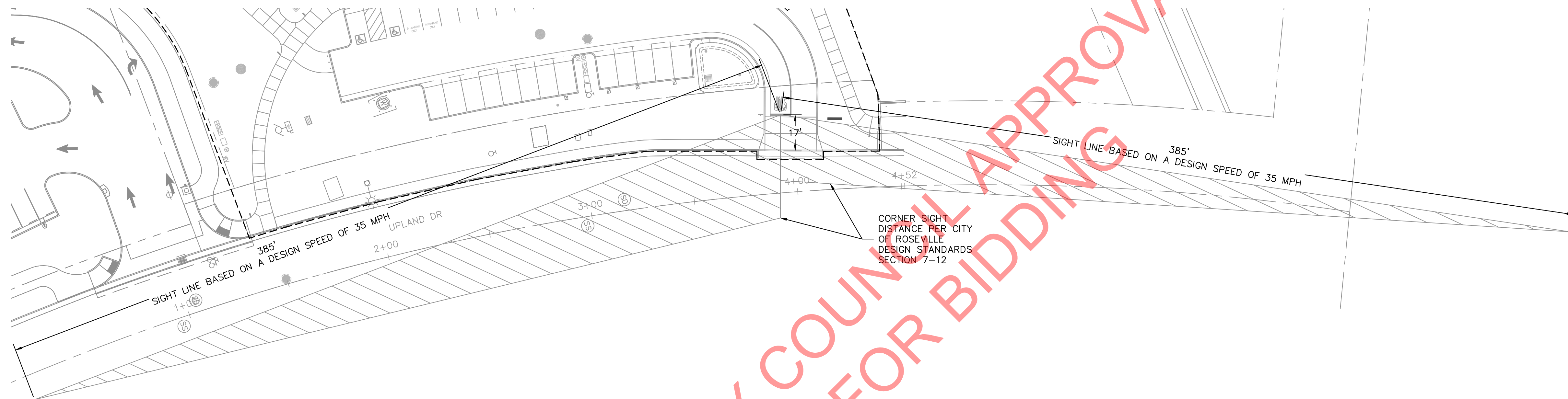


SURFACE IMPROVEMENT PLAN

Date: 2024/03/12
Project Number: 21-1745
Scale:

C3.1





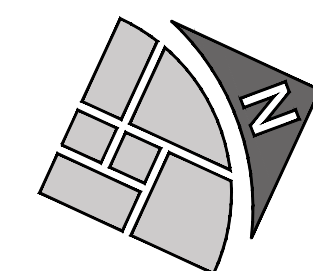
FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

17'

3+00 4+00 4+52

SIGHT LINE BASED ON A DESIGN 385'

CORNER SIGHT DISTANCE PER CITY OF ROSEVILLE DESIGN STANDARDS SECTION 7-12



Stamp



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CORNER SIGHT
DISTANCE

Date: 2024/03/12
Project Number: 21-1745
Scale:

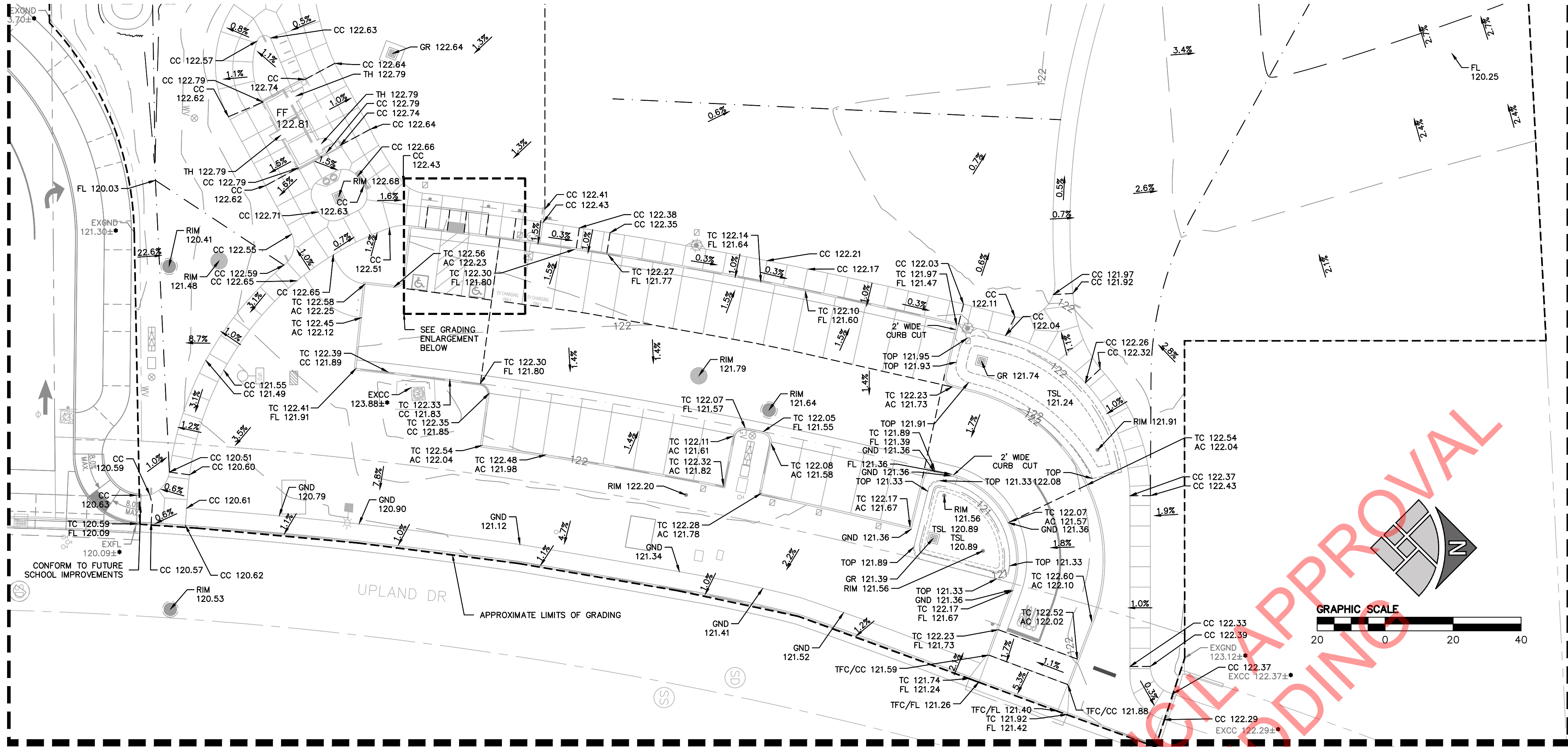


- ### GRADING NOTES

- ESTIMATES OF PROBABLE EARTHWORK QUANTITIES:**

NOTES:





ENLARGEMENT A

LEGEND

- GRADE BREAK
--- MAJOR CONTOUR
--- MINOR CONTOUR
BW XX.XX ELEVATION LABEL:
AC ASPHALT ELEVATION
BOT BOTTOM ELEVATION
BW BOTTOM OF WALL ELEVATION
CC CONCRETE
EX EXISTING ELEVATION
FL FLOWLINE
FS FINISHED SURFACE
GND GROUND ELEVATION
GR GRATE ELEVATION
RIM RIM ELEVATION
TC TOP OF CURB
TOP TOP ELEVATION
TFC TOP OF FLUSH CURB
TSL TOP OF SOIL
TW TOP OF WALL ELEVATION

GRADING NOTES

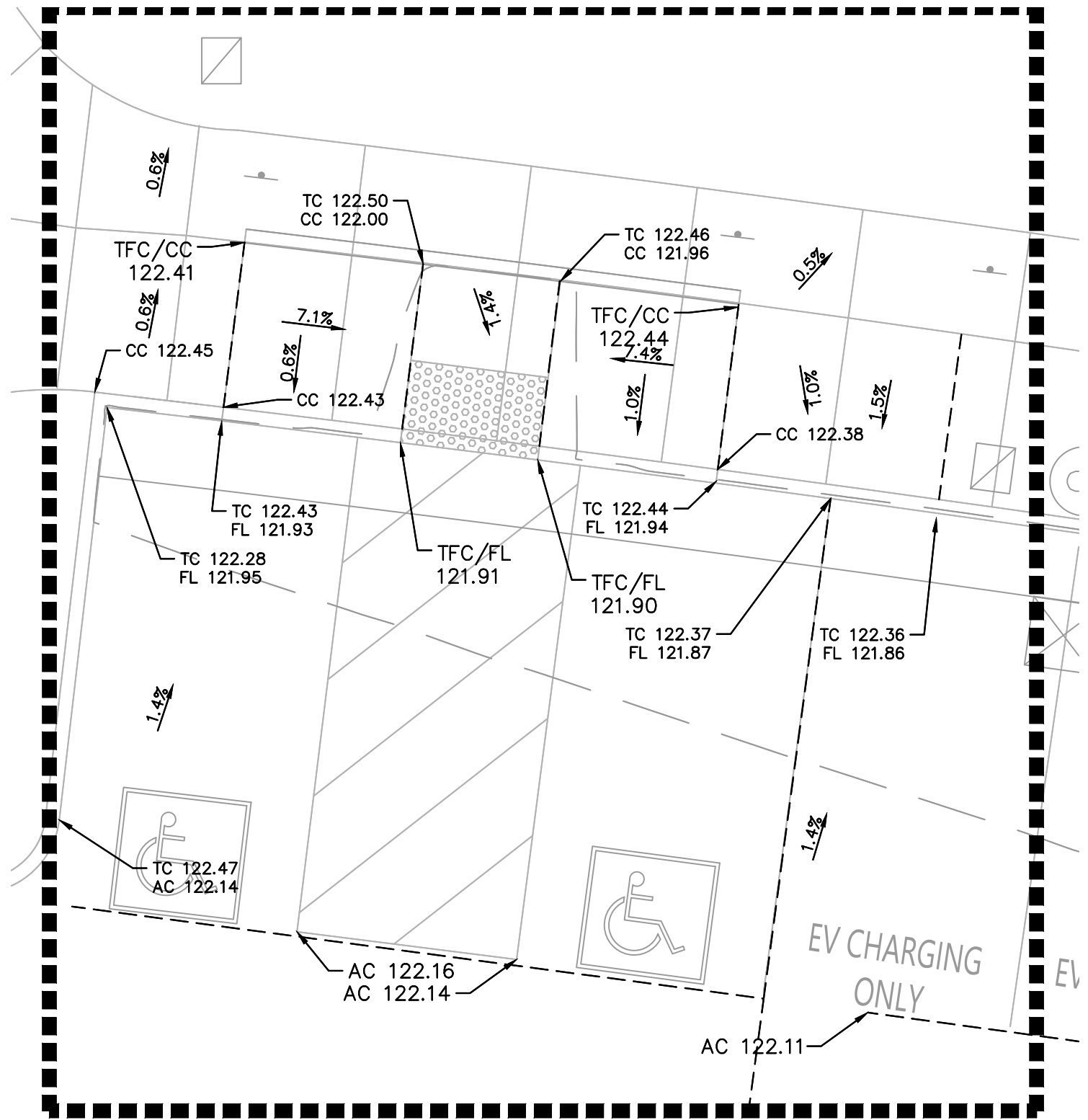
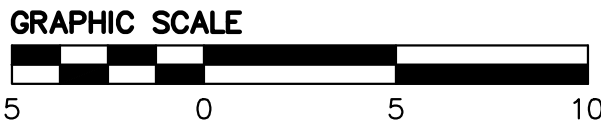
1. PROPOSED SITE PLAN AND UTILITIES HAS BEEN SCREENED FOR CLARITY.
2. GRADING WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS AND THE REQUIREMENTS AND RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL REPORT.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO CONFORM TO THE LINES, GRADES, SECTIONS, AND DIMENSIONS AS SET FORTH ON THESE PLANS. GRADED AREAS SHALL CONFORM TO THE VERTICAL ELEVATIONS SHOWN WITHIN TOLERANCE OF ONE-TENTH OF A FOOT IN LANDSCAPED AREAS AND TWO-HUNDREDTHS OF A FOOT IN HARDSCAPED OR PAVED AREAS. WHERE GRADED AREAS DO NOT CONFORM TO THESE TOLERANCES, THE CONTRACTOR SHALL BE REQUIRED TO DO CORRECTIVE GRADING, AT NO EXTRA COST TO THE OWNER.
4. IN PAVED AREAS, ELEVATION DIFFERENCE SHALL NOT BE MORE THAN $\frac{1}{4}$ INCH BETWEEN RIMS AND ADJACENT SURFACE.
5. WHERE IMPROVEMENTS INVOLVE ADA ACCESSIBILITY, CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING PARAMETERS THAT NEED TO BE MET WITH THE FINISHED CONSTRUCTION:
 - a. WALKWAYS SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 4.8% AND A MAXIMUM CROSS SLOPE OF 1.8%.
 - b. LANDINGS SHALL HAVE A MAXIMUM SLOPE OF 1.8% IN ALL DIRECTIONS, INCLUDING DIAGONAL.
 - c. ADA PARKING STALLS AND STRIPED AISLE SHALL HAVE A MAXIMUM SLOPE OF 1.8% IN ALL DIRECTIONS, INCLUDING DIAGONAL.
 - d. TRANSITIONS BETWEEN PROPOSED IMPROVEMENTS AND EXISTING CONDITIONS SHALL BE SMOOTH AND FREE OF ABRUPT CHANGES.

ESTIMATES OF PROBABLE EARTHWORK QUANTITIES:

TOTAL CUT 7,179 CY
TOTAL FILL 7,188 CY
NET FILL 8 CY

NOTES:

EARTHWORK QUANTITIES ARE A COMPARISON BETWEEN FINISH AND EXISTING GRADES. THIS QUANTITY DOES NOT TAKE INTO ACCOUNT SUB SECTION REMOVAL FOR PAVEMENT SECTIONS OR STRIPPING OF TOP SOILS.



GRADING ENLARGEMENT
SCALE: 1"=5"

Stamp



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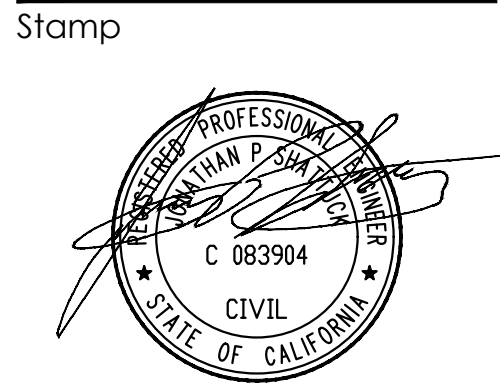
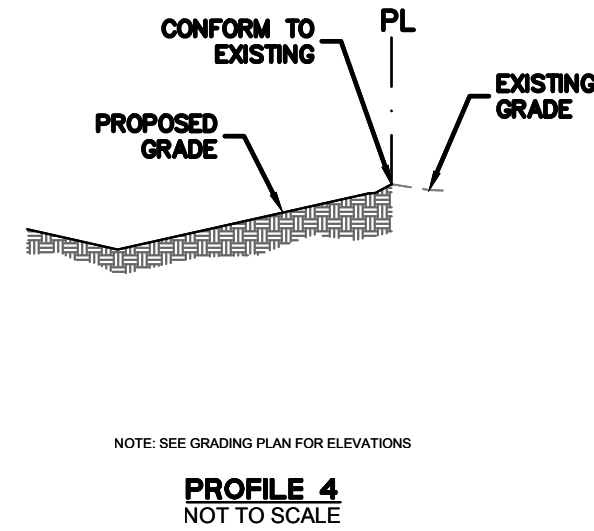
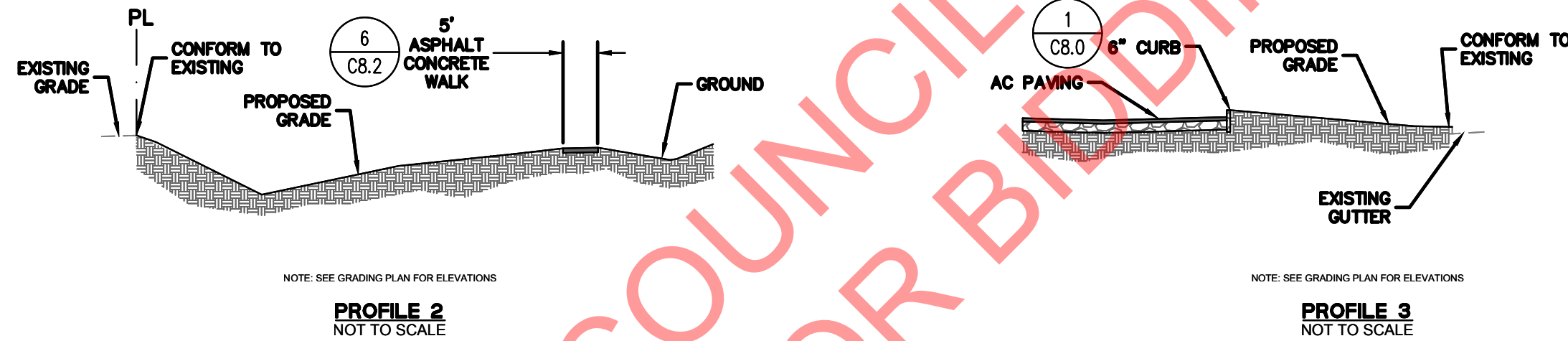
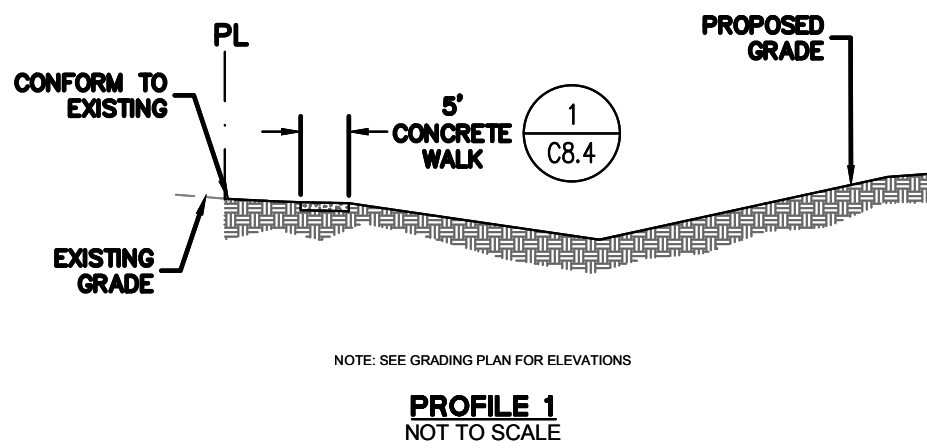
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City of Roseville Approval

GRADING PLAN

Date: 2024/03/12
Project Number: 21-1745
Scale:



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GRADING SECTIONS

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Project Number: 21-1745
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<u>EXISTING</u>	<u>PROPOSED</u>
-----------------	-----------------

— SS — SS —

_____ W _____ W _____ X^oD/W

(22)

(5)

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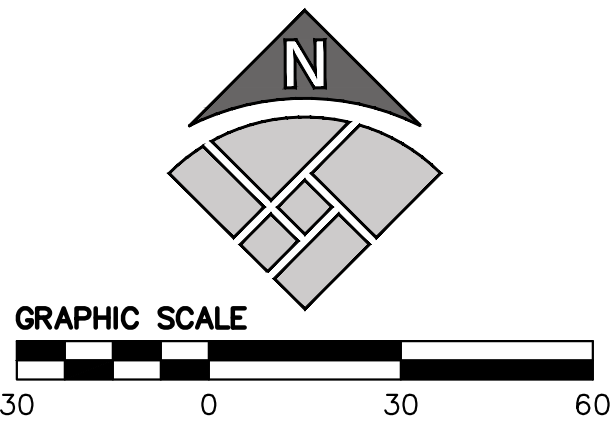
Figure 6

14

SEWER LINE
DOMESTIC WATER LINE
STORM DRAIN LINE
STORM DRAIN PERFORATED PIPE
CLEANOUT
SANITARY SEWER MANHOLE
STORM DRAIN MANHOLE
STORM DRAIN CATCH BASIN
WATER VALVE
WATER METER
BACKFLOW PREVENTER
JUNCTION BOX

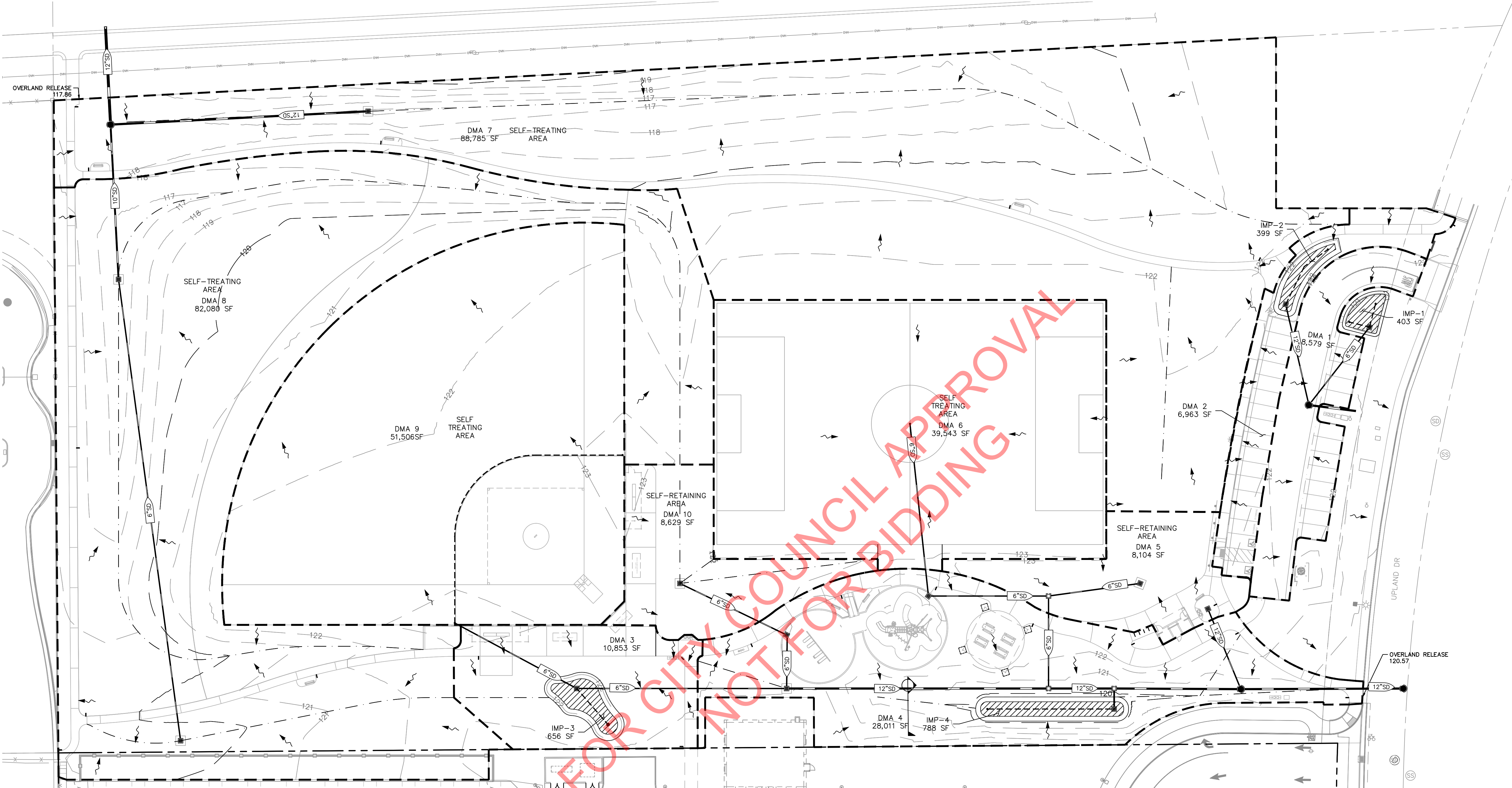
1. PROPOSED SITE PLAN HAS BEEN SCREENED FOR CLARITY.
2. RIM ELEVATIONS FOR EXISTING UTILITY STRUCTURES SHALL BE RAISED TO PROPOSED SURFACE ELEVATIONS. EXISTING STRUCTURES LOCATED WITHIN PROPOSED VEHICULAR ROADWAY, AN H=20 TRAFFIC-RATED TOP SHALL BE USED TO REPLACE THE EXISTING TOP OF THE ADJUSTED STRUCTURE. ALL STRUCTURES WITHIN THE PESTHOLE SHALL BE RAISED TO MEET THE REQUIREMENTS. STRUCTURES WITH GRATES SHALL HAVE OPENINGS 1/2" MAXIMUM WIDE AND ELONGATED IN THE DIRECTION PERPENDICULAR TO THE DIRECTION OF DOMINANT PEDESTRIAN TRAVEL.
3. PROTECT ALL EXISTING UTILITIES AND SITE FEATURES FROM BEING DAMAGED, UNLESS OTHERWISE NOTED. ALL UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO ORIGINAL CONDITION AT COST TO THE OWNER AND TO THE SATISFACTION OF THE ENGINEER.
4. THE EXISTING UTILITY LINES AND STRUCTURES SHOWN ON THESE PLANS ARE BASED ON RECORD DATA, UNDERGROUND UTILITY SURVEY AND/OR SURFACE OBSERVATION AND ARE APPROXIMATE ONLY. ACTUAL LOCATION AND SIZE, TOGETHER WITH THE PRESENCE OF ANY ADDITIONAL UTILITY LINES AND STRUCTURES NOT SHOWN ON THIS PLAN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DURING CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD AND INFORMATION SHOWN ON THESE PLANS.
5. THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS AND TEES ON WATER MAINS & FIRE SERVICE LINES. CONTRACTOR MAY USE RESTRAINT JOINTS INSTEAD OF THRUST BLOCKS AT ALL BENDS AND TEES. CONTRACTOR SHALL BE RESPONSIBLE TO CALCULATE THE RESTRAINT JOINT LENGTH.

6. EXISTING UNDERGROUND UTILITIES, INCLUDING THOSE MARKED UNKNOWN, ARE BASED ON SURVEY COMPLETED BY OTHERS AND PROVIDED TO BKF ENGINEERS FOR INCLUSION IN PLANS.
7. EXISTING PIPE LINES MAY HAVE CATHODIC PROTECTION. CONTRACTOR SHALL ENSURE THAT ALL CONNECTIONS TO EXISTING PIPE LINES ARE ELECTRICALLY COMMON WITH THE PIPE LINE.
8. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
9. LENGTH OF PIPES ARE HORIZONTAL DISTANCES FROM CENTER TO CENTER OF STRUCTURES, ROUNDED TO THE NEAREST FOOT AND ARE SHOWN FOR ENGINEERING CALCULATIONS ONLY. CONTRACTOR SHALL ESTIMATE THEIR OWN PIPE LENGTHS PRIOR TO BIDDING.
10. FIRE SERVICE SIZE IS SHOWN FOR REFERENCE ONLY. FIRE SERVICE SIZE SHALL BE CONFIRMED BY A LICENSED FIRE PROTECTION ENGINEER OR DESIGNER. UPON CONSULTATION WITH THE FIRE SPRINKLER ENGINEER, SYSTEM DESIGN AND CALCULATION, CONTRACTOR IS CAUTIONED NOT TO ORDER ANY MATERIALS RELATED TO THE FIRE SERVICE UNTIL SAID SIZING IS CONFIRMED, IF REQUIRED BY THE AUTHORITY HAVING JURISDICTION (A/H). SHOP DRAWINGS OF THE FIRE SERVICE SHALL BE SUBMITTED TO THE AUTHORITY HAVING JURISDICTION FOR REVIEW. SHOP DRAWINGS OF THE FIRE SERVICE ARE NOT REQUIRED TO BE SUBMITTED TO THE CIVIL ENGINEER OF RECORD.
11. ALL FRAMES, LIDS, AND GRATES LOCATED WITHIN ACCESSIBLE PATHS OF TRAVEL SHALL MEET CBC CHAPTER 11B REQUIREMENTS FOR ACCESSIBILITY.
12. MINOR ADJUSTMENTS TO BE MADE BY THE CONTRACTOR TO AVOID CONFLICTS BETWEEN THE PLAY STRUCTURE POLES AND STORM DRAIN STRUCTURE.
13. THE EXISTING SEWER STUB SHALL BE TV AND AIR TESTED PRIOR TO CONNECTION. ANY REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



Date: 2024/03/12
Project Number: 21-1745
Scale:

C5.0



STORMWATER CONTROL LEGEND:

- LIMIT OF DMA
- LIMIT OF GRADING
- ▨ BIO-TREATMENT AREA

STORMWATER QUALITY SUMMARY TABLE					
Drainage Management Area (DMA)	New or replace Impervious Surface Area	Pervious Surface Area	Stormwater Treatment Measure	Required Bioretention Facility (SF) ¹	Bioretention Facility Size (SF) ²
DMA-1	8,579	0	IMP-1	343	326
DMA-2	4,791	2,172	IMP-2	200	399
DMA-3	3,412	7,441	IMP-3	166	656
DMA-4	6,250	21,761	IMP-4	337	788
DMA-5	1,500	6,604	-	NA	NA
DMA-6	0	39,543	-	NA	NA
DMA-7	4,498	84,287	-	NA	NA
DMA-8	3,067	79,013	-	NA	NA
DMA-9	0	51,506	-	NA	NA
DMA-10	2,062	6,567	-	NA	NA

1. Minimum required bioretention facility size is taken as a sizing factor of 4% of tributary impervious area
2. Minimum required bioretention facility volume storage is determined in accordance with Section 5 of CASQA's Stormwater Best Management Practice Handbook, New Development and Redevelopment (2003).

**CITY OF ROSEVILLE
CALIFORNIA**
**Parks, Recreation
& Libraries**

CWJ - 500100
EN - 24-0029
BD -

JOHN BYOUK PARK (JM-50)
100% Construction Documents

APN 498-010-030-000
4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

Stamp

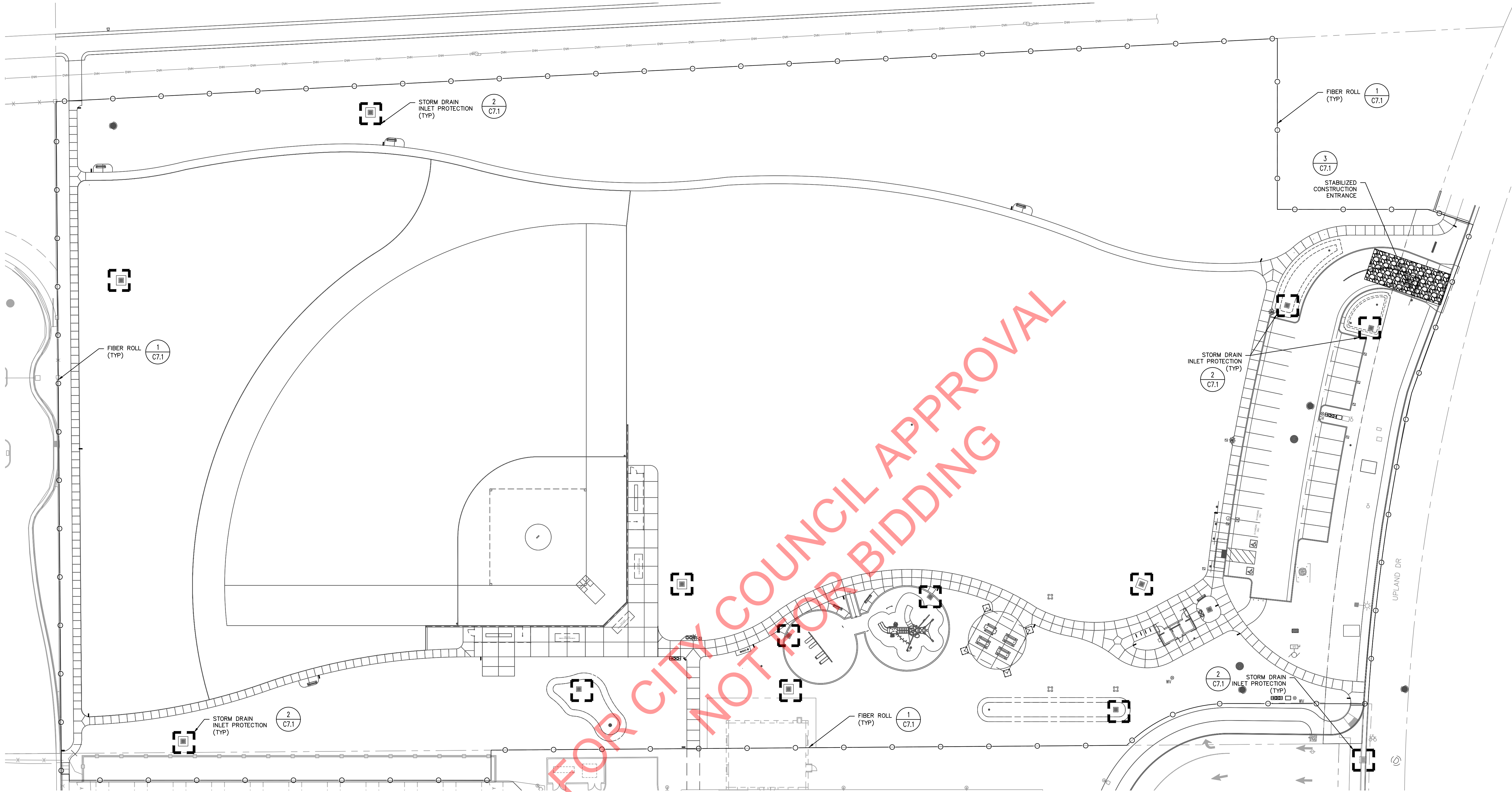
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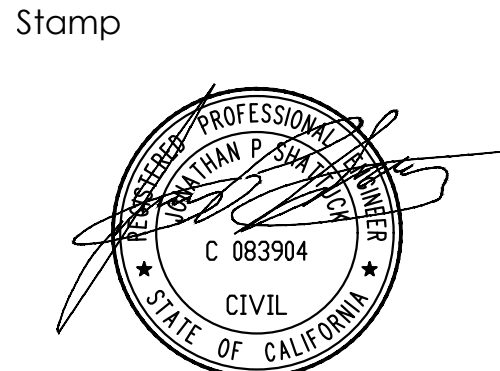
LEGEND:

- FIBER ROLL
- STORM DRAIN INLET PROTECTION

EROSION CONTROL NOTES:

- REFERENCE: "CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE (BMP) HANDBOOK", LATEST EDITION.
- CONSTRUCTION AREAS SHOWN ARE CONCEPTUAL. ACTUAL PLACEMENT TO BE DETERMINED BY CONTRACTOR BASED ON CURRENT BEST MANAGEMENT PRACTICES. CONTRACTOR SHALL SUBMIT A CONSTRUCTION STAGING PLAN.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN EFFECT AND MAINTAINED BY THE CONTRACTOR ON A YEAR-ROUND BASIS UNTIL ALL DISTURBED AREAS ARE STABILIZED UNLESS OTHERWISE PERMITTED BY THE CITY INSPECTOR.
- AS PART OF THE GRADING OPERATIONS, THE CONTRACTOR SHALL ENSURE THAT THE SITE IS WATERED PRIOR TO THE COMMENCEMENT OF GRADING.
- ALL INLETS RECEIVING STORM WATER RUNOFF FROM THE PROJECT AREA MUST BE EQUIPPED WITH REQUIRED INLET PROTECTION.
- ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT LADEN RUNOFF ENTERING THE STORM DRAIN SYSTEM.
- ALL CONCRETE SLURRY SHALL BE CONTAINED IN CONCRETE WASH-OUT AREAS DESIGNATED ON-SITE.
- STOCKPILED EARTHEN MATERIAL SHALL BE EITHER COVERED WITH A TARP OR WATERED SUFFICIENTLY TO ELIMINATE DUST.
- TEMPORARY EROSION CONTROLS TO STABILIZE ALL DENUDED AREAS UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED.
- DELINEATE WITH FIELD MARKERS CLEARING LIMITS, EASEMENTS, SETBACKS, SENSITIVE OR CRITICAL AREAS, BUFFER ZONES, TREES, AND DRAINAGE COURSES.
- PERFORM CLEARING AND EARTH MOVING ACTIVITIES ONLY DURING DRY WEATHER.
- USE SEDIMENT CONTROLS OR FILTRATION TO REMOVE SEDIMENT WHEN DEWATERING AND OBTAIN ALL NECESSARY PERMITS.
- PROTECT ALL STORM DRAIN INLETS IN VICINITY OF SITE USING SEDIMENT CONTROLS SUCH AS BERMS, FIBER ROLLS, OR FILTERS.
- TRAP SEDIMENT ON-SITE, USING BMPs SUCH AS SEDIMENT BASINS OR TRAPS, EARTHEN DIKES OR BERMS, SILT FENCES, CHECK DAMS, SOIL BLANKETS OR MATS, COVERS FOR SOIL STOCK PILES, ETC.
- DIVERT ON-SITE RUNOFF AROUND EXPOSED AREAS; DIVERT OFF-SITE RUNOFF AROUND THE SITE (E.G., SWALES AND DIKES).
- PROTECT ADJACENT PROPERTIES AND UNDISTURBED AREAS FROM CONSTRUCTION IMPACTS USING VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, MULCHING, OR OTHER MEASURES AS APPROPRIATE.
- LIMIT CONSTRUCTION ACCESS ROUTES AND STABILIZE DESIGNATED ACCESS POINTS.
- NO CLEANING, FUELING, OR MAINTAINING VEHICLES ON-SITE, EXCEPT IN A DESIGNATED AREA WHERE WASHWATER IS CONTAINED AND TREATED.
- STORE, HANDLE, AND DISPOSE OF CONSTRUCTION MATERIALS/WASTES PROPERLY TO PREVENT CONTACT WITH STORMWATER.
- CONTRACTOR SHALL TRAIN AND PROVIDE INSTRUCTION TO ALL EMPLOYEES/SUBCONTRACTORS RE: CONSTRUCTION BMPs.
- CONTROL AND PREVENT THE DISCHARGE OF ALL POTENTIAL POLLUTANTS, INCLUDING PAVEMENT CUTTING WASTES, PAINTS, CONCRETE, PETROLEUM PRODUCTS, CHEMICALS, WASHWATER OR SEDIMENTS, RINSE WATER FROM ARCHITECTURAL COPPER, AND NON-STORMWATER DISCHARGES TO STORM DRAINS AND WATERCOURSES.
- CONTRACTOR SHALL PROVIDE INLET PROTECTION AT THE NEAREST DOWNSTREAM STORM DRAIN ALONG PROJECT SITE.

LOCATION OF CONSTRUCTION ACTIVITIES IS PRELIMINARY AND SHALL BE SUPERSEDED BY FINALIZED CONSTRUCTION ACTIVITY LOCATIONS, SHOWN/UPDATED BY CONTRACTOR.

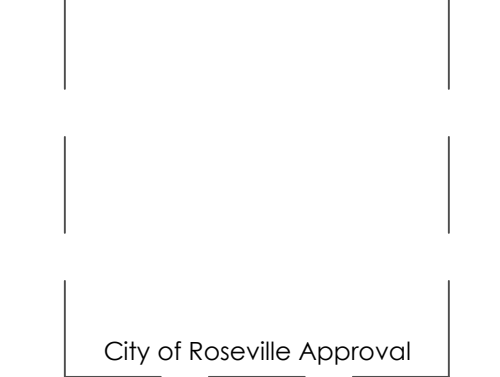


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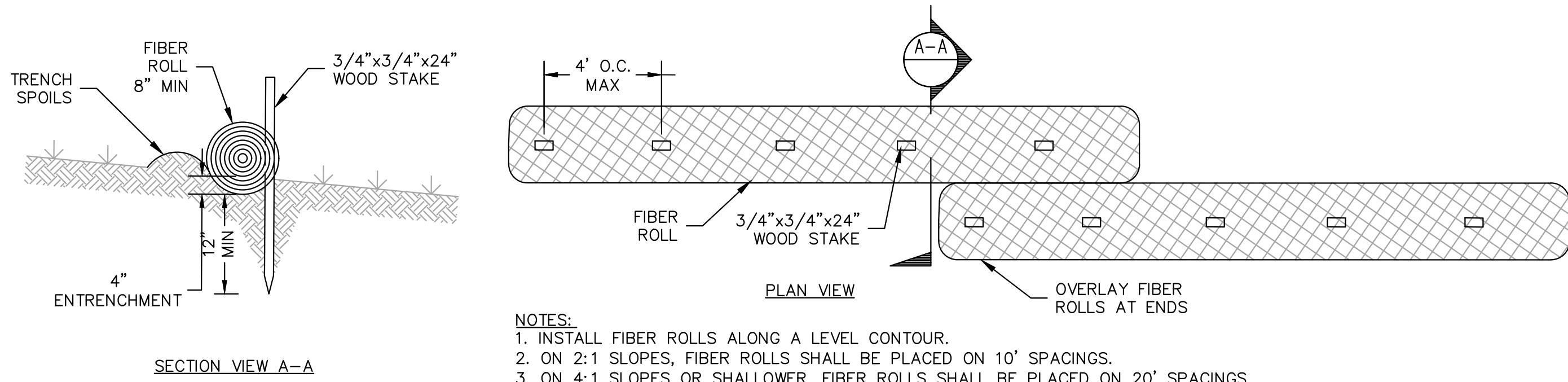
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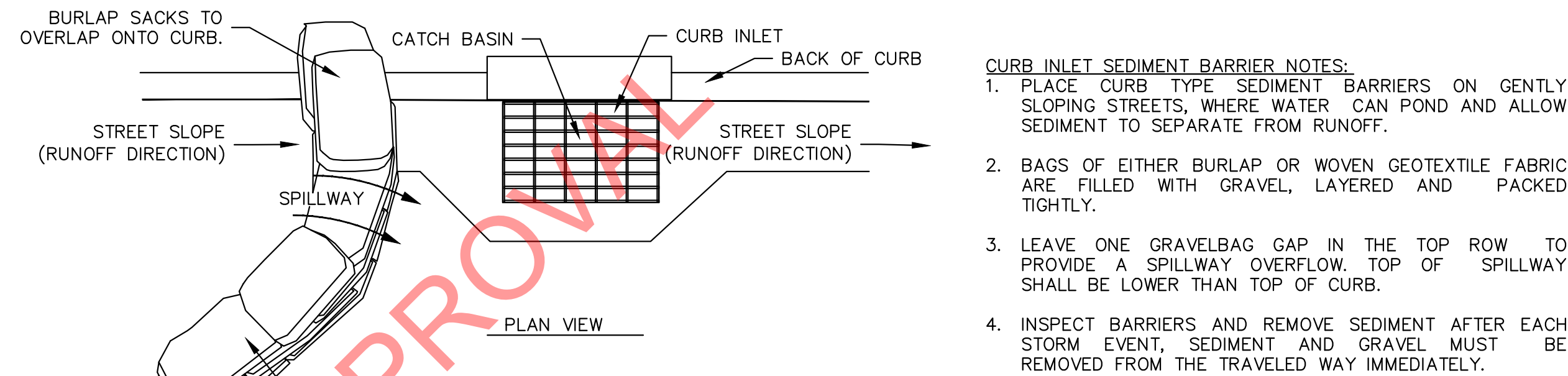
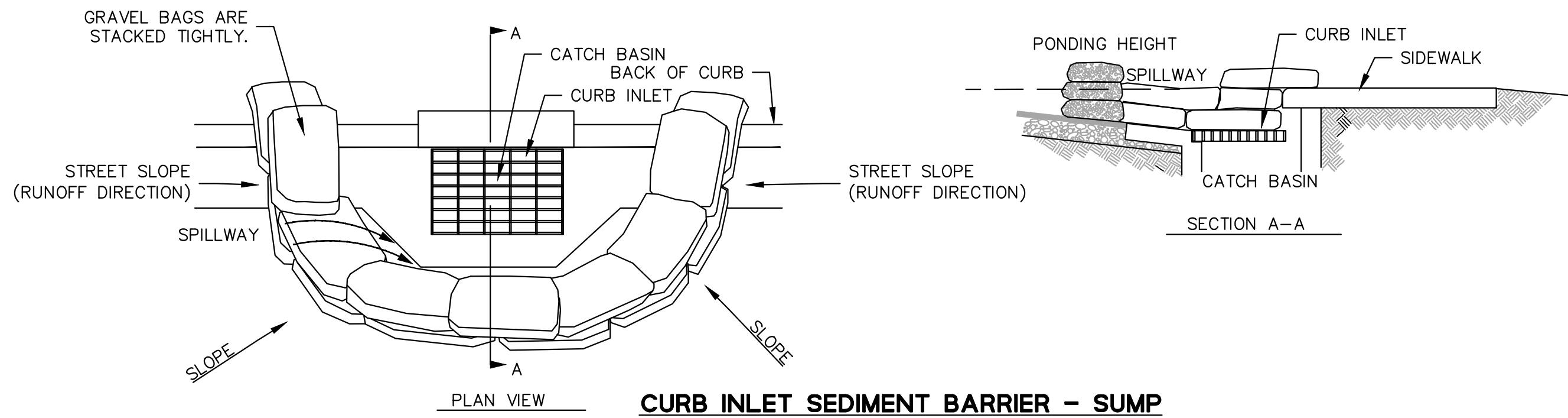
EROSION CONTROL PLAN

Date: 2024/03/12
Project Number: 21-1745
Scale:

C7.0



1 FIBER ROLL
NOT TO SCALE

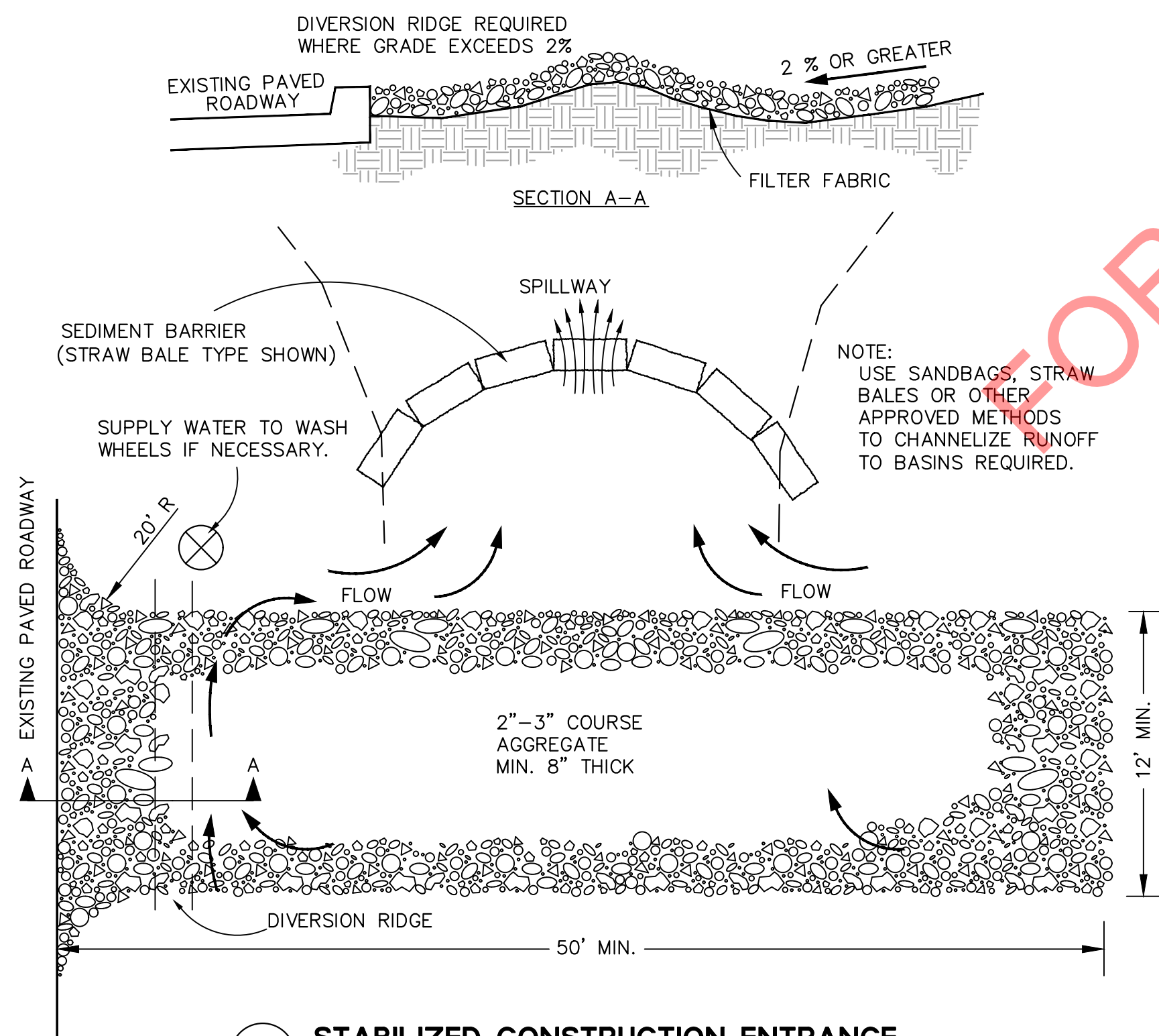


CURB INLET SEDIMENT BARRIER - SUMP

CURB INLET SEDIMENT BARRIER - CONTINUOUS GRADE

DRAINAGE INLET GRAVELBAG SEDIMENT BARRIER

2 STORM DRAIN INLET PROTECTION
NOT TO SCALE

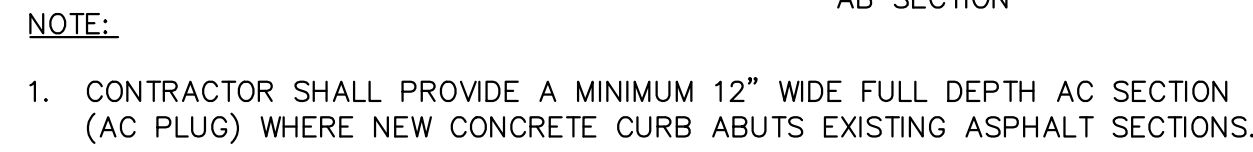


3 STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



No.	Description	Date





CONCRETE WALKWAY, WHERE SHOWN ON PLANS

2% MAX

6" LONG #3 DOWELS @ 24" O.C. EMBED DOWEL 3" INTO CURB

#4 VERTICAL REBAR @ 18" O.C.

6"

1/2" RAD

SEE SURFACE IMPROVEMENTS PLAN

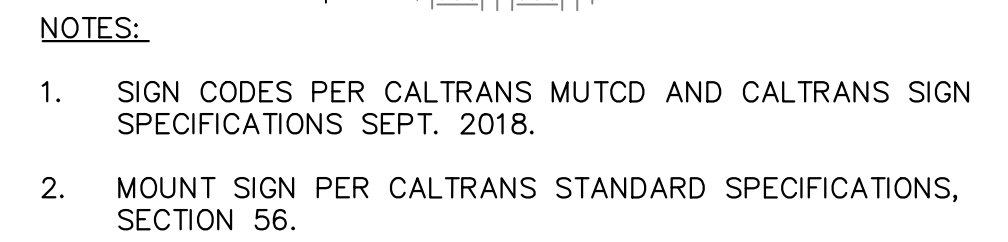
6"

#4 CONTINUOUS 3" MIN CLEAR FROM BOTTOM AND SIDES

EXTEND CURB 2" BELOW AB SECTION

NOTE:

1. CONTRACTOR SHALL PROVIDE A MINIMUM 12" WIDE FULL DEPTH AC SECTION (AC PLUG) WHERE NEW CONCRETE CURB ABUTS EXISTING ASPHALT SECTIONS.



A cross-sectional diagram of a road. It shows a raised section on the left labeled 'VERTICAL CURB'. This is followed by a lower section labeled '2' CURB CUT'. The main flat area is labeled 'ROAD WAY' with a bracket underneath.

NO LIP

VARIES SEE PLANS

3:1 MAX

LANDSCAPING, 3:1 MAX. SLOPE

VARIES, SEE SURFACE IMPROVEMENTS PLANS

6" 2" 2" RAD

SEE NOTE 2

1" RAD

6"

6"

1/4"

SEE SURFACE IMPROVEMENTS PLAN

NOTE:

1. CONTRACTOR SHALL PROVIDE A MINIMUM 12" WIDE FULL DEPTH AC SECTION (AC PLUG) WHERE NEW CONCRETE CURB AND GUTTER ABUTS EXISTING ASPHALT SECTIONS.
2. WHERE GUTTER IS WITHIN THE ACCESSIBLE PATH OF TRAVEL, THE VERTICAL DROP TO THE FLOW LINE SHALL BE 0.5" OR LESS THAN 5% SLOPE PARALLEL WITH THE DIRECTION OF TRAVEL.

Diagram illustrating the layout of an accessible parking stall (18' x 18') and the placement of various signs and markings.

Key Features and Dimensions:

- Stall Dimensions:** 18' x 18' MIN.
- Wheel Stop:** 12" wide, 2' MIN. clearance from the edge of parking.
- Striping:** 4" WHITE STRIPING WITH 2 COATS OF TRAFFIC LINE PAINT (left side); 4" BLUE BORDER STRIPING WITH 2 COATS OF TRAFFIC LINE PAINT (right side).
- Signage:**
 - 9' x 18' VAN ACCESSIBLE PARKING SIGN AND POST (top left).
 - 9' x 18' ACCESSIBLE SIGN AND POST (top right).
 - 12" x 18" NO PARKING sign (center, 12" HIGH WHITE LETTERS MINIMUM).
 - 12' x 18' accessible stall sign (bottom right).
- Markings:**
 - SYMBOL OF ACCESSIBILITY (bottom left).
 - 45° angle marking (center).
 - 2% MAXIMUM SLOPE IN ALL DIRECTIONS (center).
 - 3' TYPICAL (center).
- Layout Plan:** SEE LAYOUT PLAN (top left and top center).
- Edge of Parking:** EDGE OF PARKING (top left).
- Clearance:** 9' ACCESSIBLE STALL (top right).

Diagram illustrating the connection between proposed concrete and existing concrete using a dowel bar. The dowel bar is labeled as #4-24" LONG DOWEL @ 12" O.C. The connection is shown with the dowel bar embedded in the existing concrete and flush with the proposed concrete surface. The distance from the end of the dowel bar to the center of the next dowel bar is 12". The dowel bar is set into the existing concrete with grout or epoxy.

Diagram illustrating the dimensions and color specifications for the wheelchair symbol:

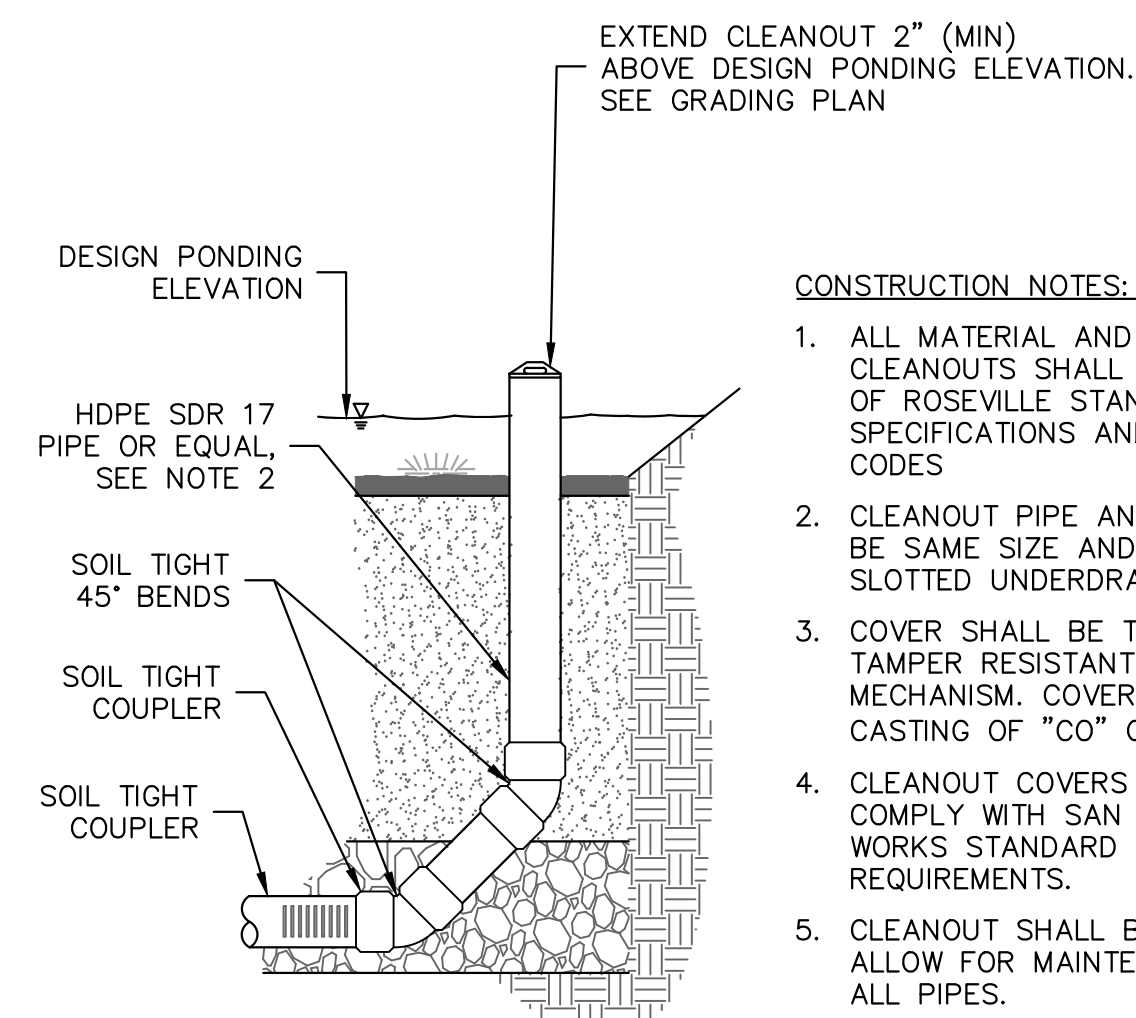
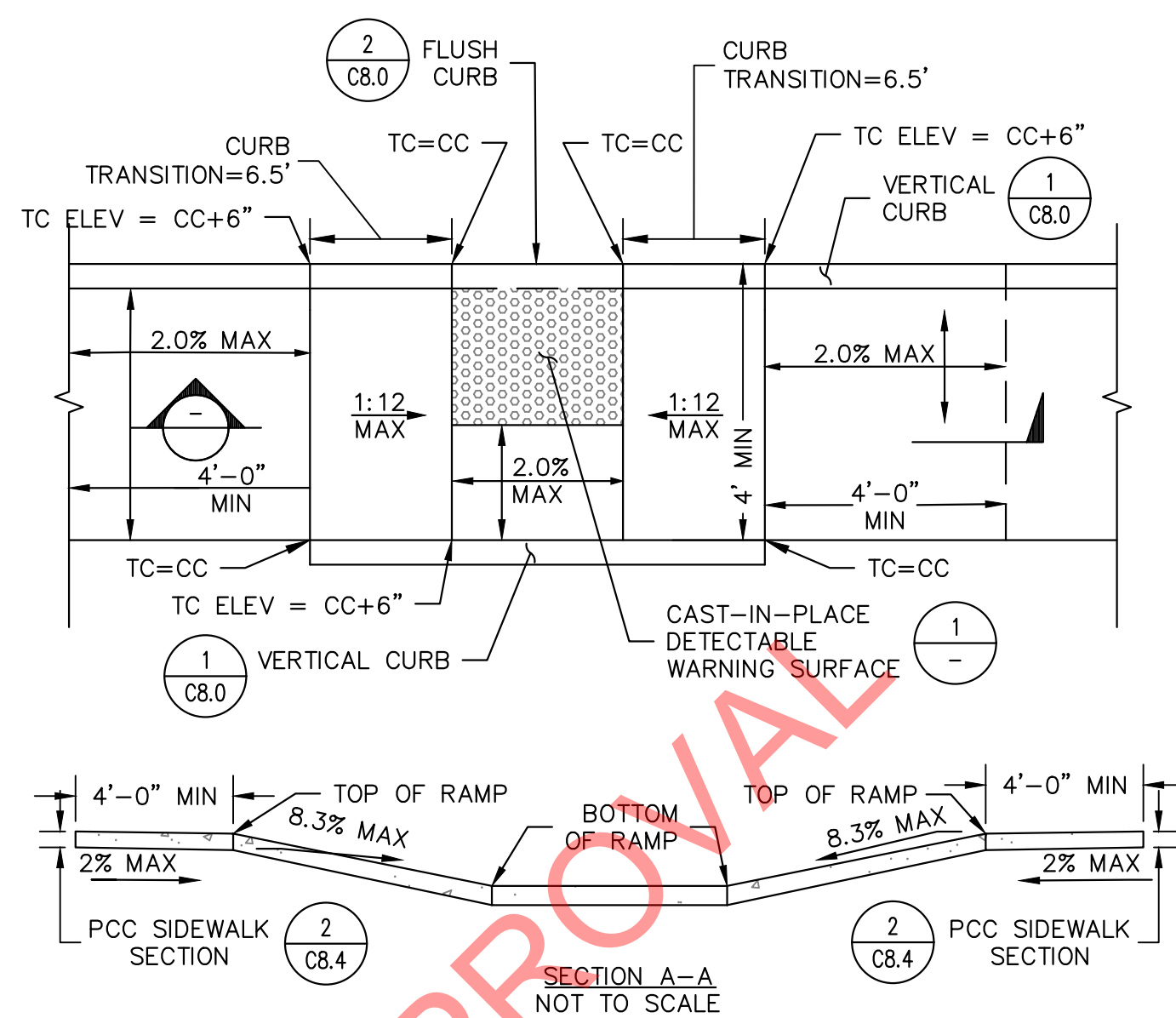
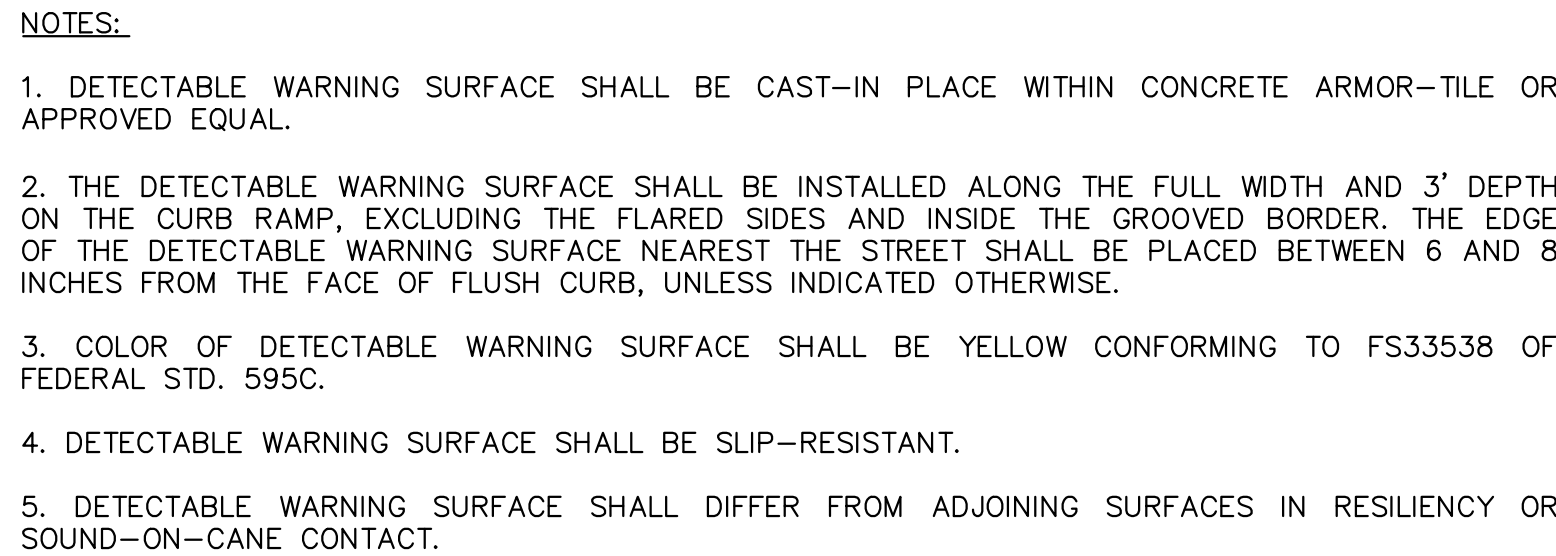
- The symbol is contained within a square frame.
- The minimum height of the symbol is 36" MIN.
- The minimum width of the symbol is 36" MIN.
- The symbol consists of a white traffic paint base with a 2 1/2" wide stripe.
- The stripe is blue traffic paint, which shall conform to color FS 15090 in Federal Standard 595C.

NOTE: THE CENTERLINE OF THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE A MAXIMUM OF 6" FROM THE CENTERLINE OF THE PARKING SPACE, ITS SIDES PARALLEL TO THE LENGTH OF THE PARKING SPACE AND ITS LOWER CORNER AT, OR LOWER SIDE ALIGNED WITH, THE END OF THE PARKING SPACE LENGTH

NOTES:

1. SIGN CODES PER CALTRANS MUTCD AND CALTRANS SIGN SPECIFICATIONS SEPT. 2010.
2. MOUNT SIGN PER CALTRANS STANDARD SPECIFICATIONS, SECTION 56.

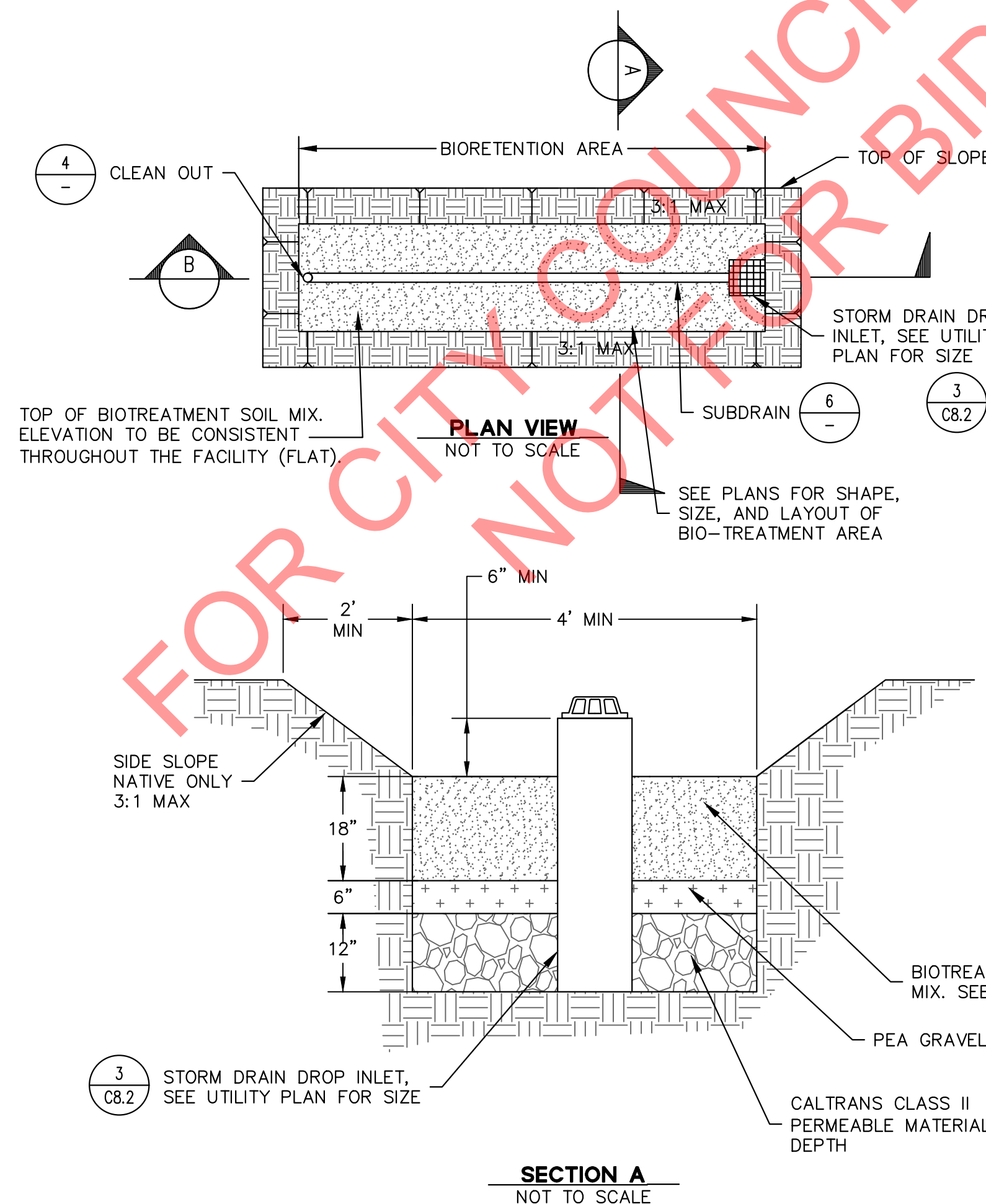
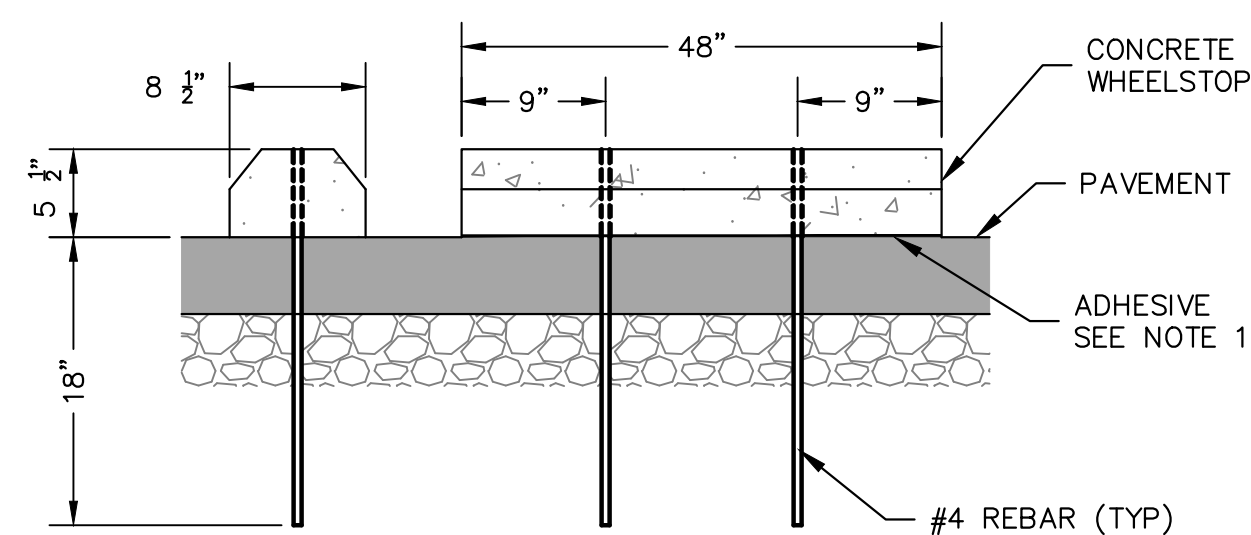
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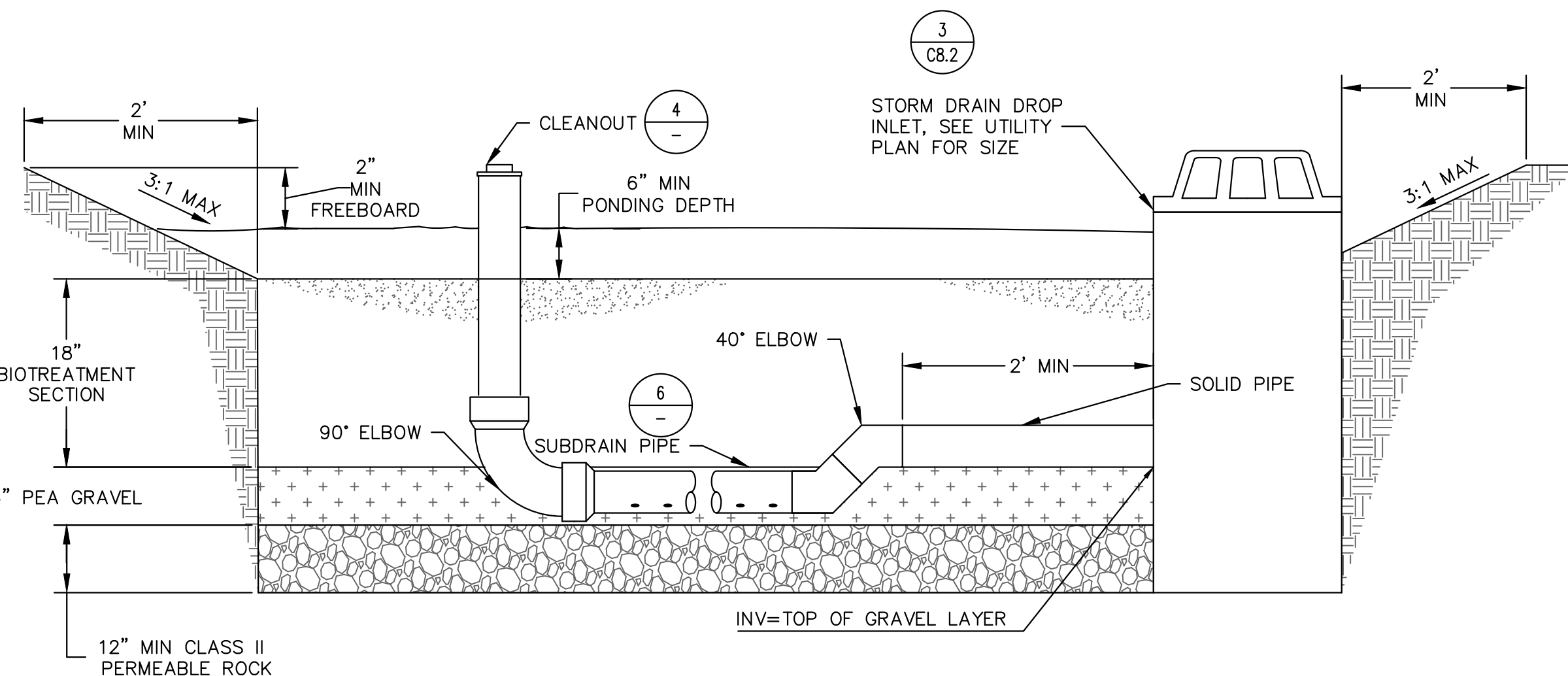
- CONSTRUCTION NOTES:

1. ALL MATERIAL AND WORKMANSHIP FOR CLEANOUTS SHALL CONFORM TO CITY OF ROSEVILLE STANDARD SPECIFICATIONS AND APPLICABLE CODES
2. CLEANOUT PIPE AND FITTINGS SHALL BE SAME SIZE AND MATERIAL AS SLOTTED UNDERDRAIN PIPE.
3. COVER SHALL BE TRAFFIC RATED WITH TAMPER RESISTANT LOCKING MECHANISM. COVER SHALL INCLUDE CASTING OF "CO" OR EQUAL.
4. CLEANOUT COVERS AND LIDS MUST COMPLY WITH SAN FRANCISCO PUBLIC WORKS STANDARD ACCESSIBILITY REQUIREMENTS.
5. CLEANOUT SHALL BE INSTALLED TO ALLOW FOR MAINTENANCE ACCESS TO ALL PIPES.
6. ALL FITTINGS SHALL BE SOIL TIGHT.

3 CURB RAMP
NOT TO SCALE



UTILITY NOTES:
UTILITIES SHALL NOT BE
INSTALLED WITHIN
BIORETENTION AREAS.



SECTION B
NOT TO SCALE

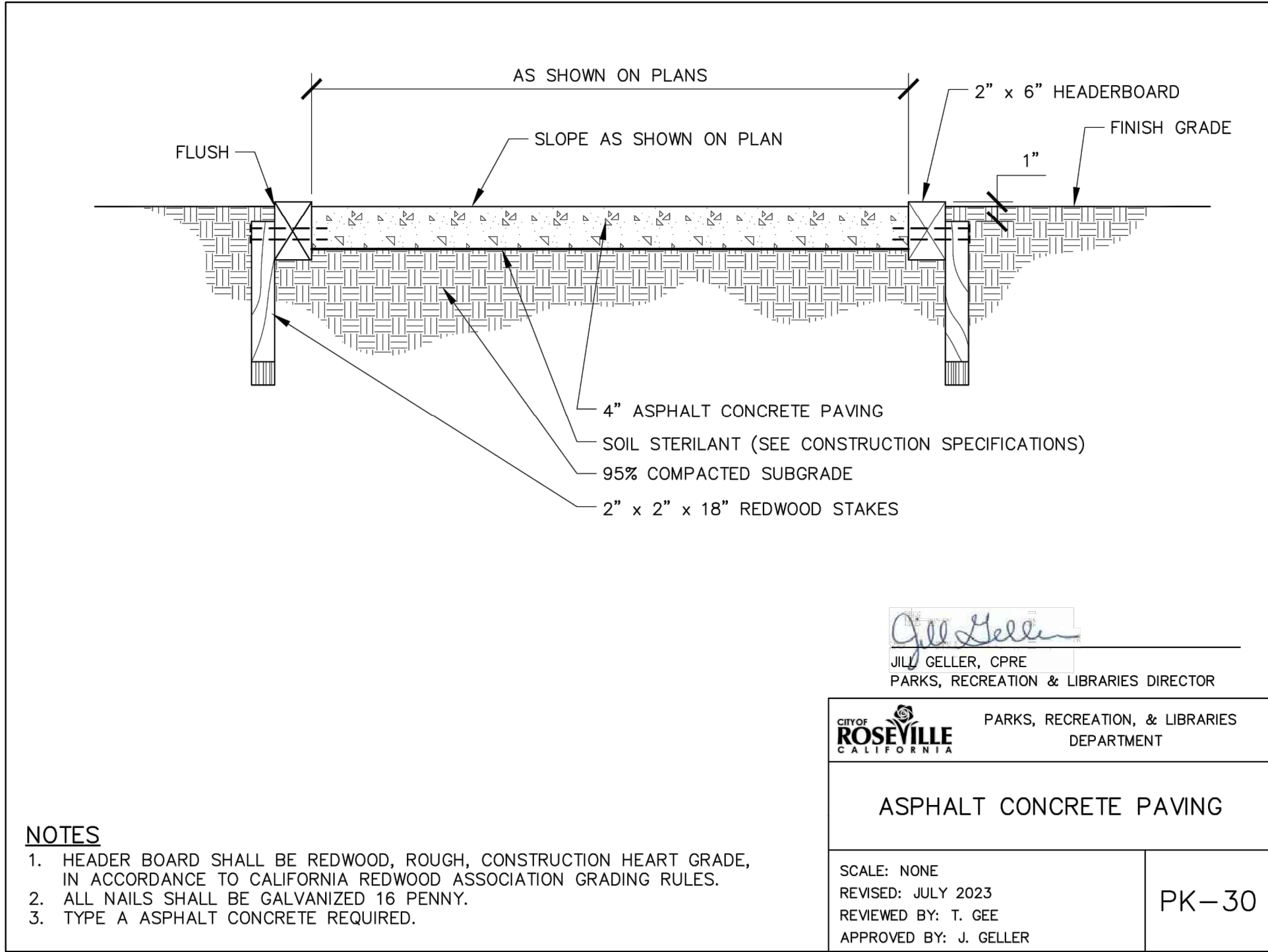
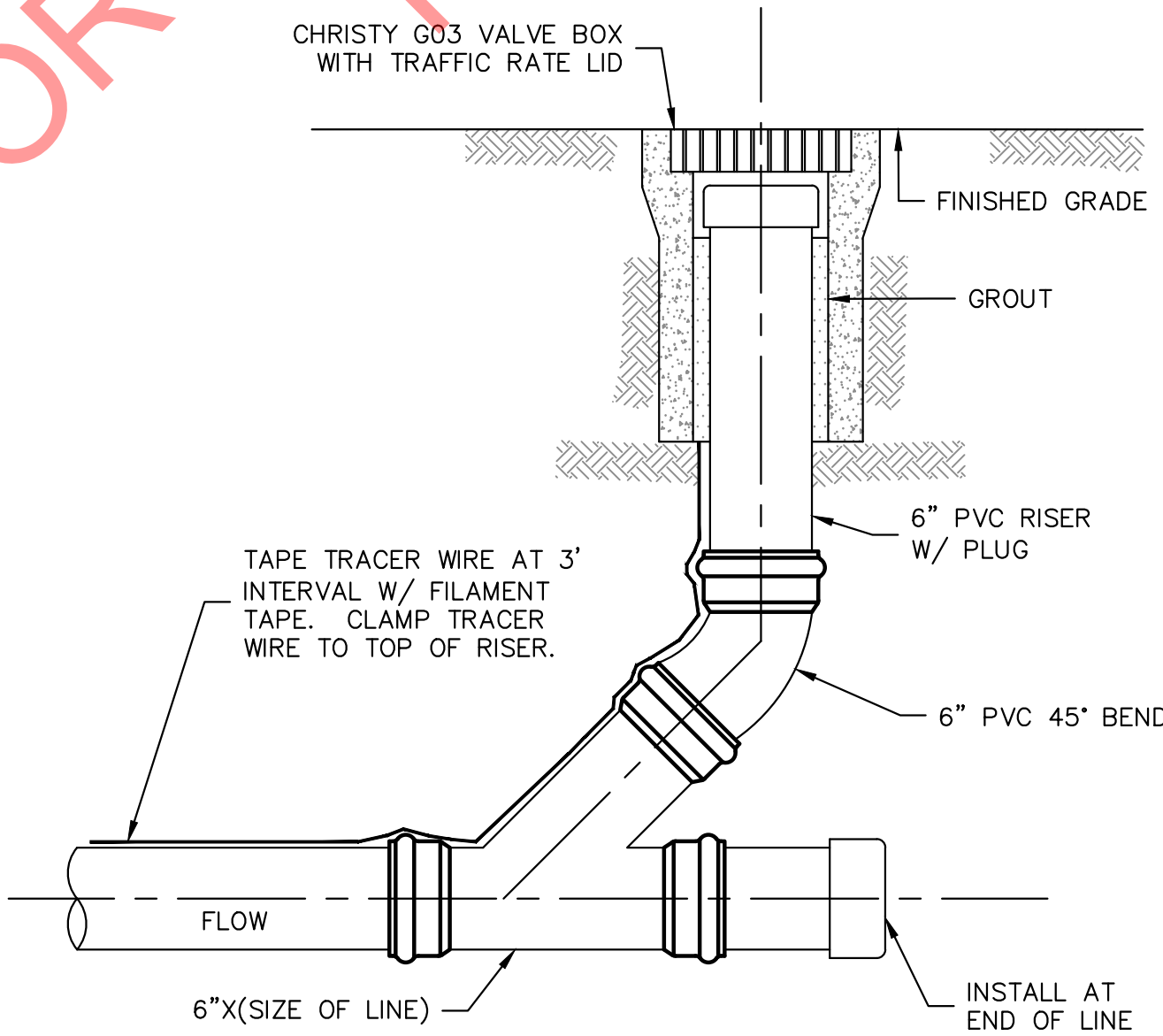
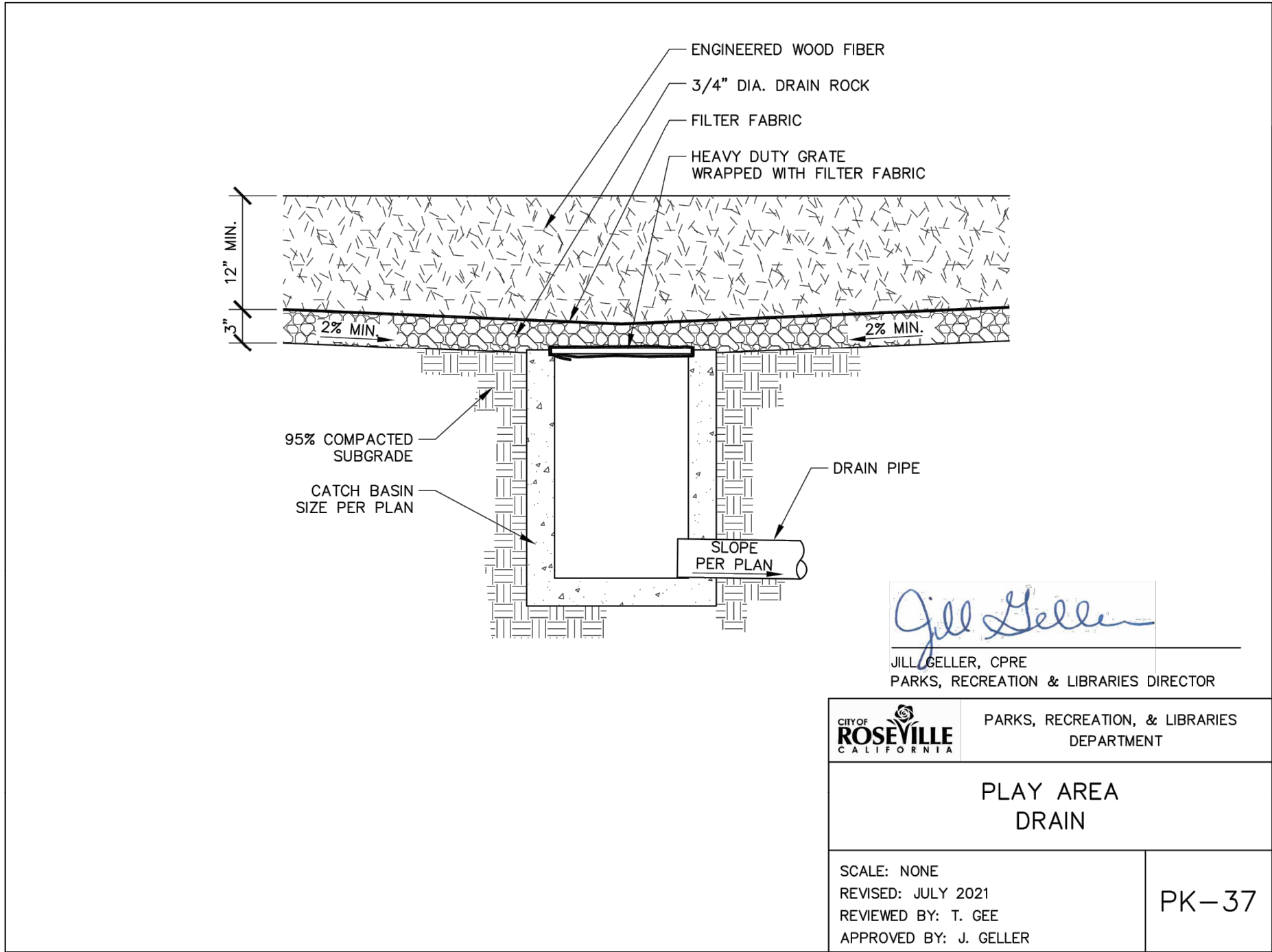
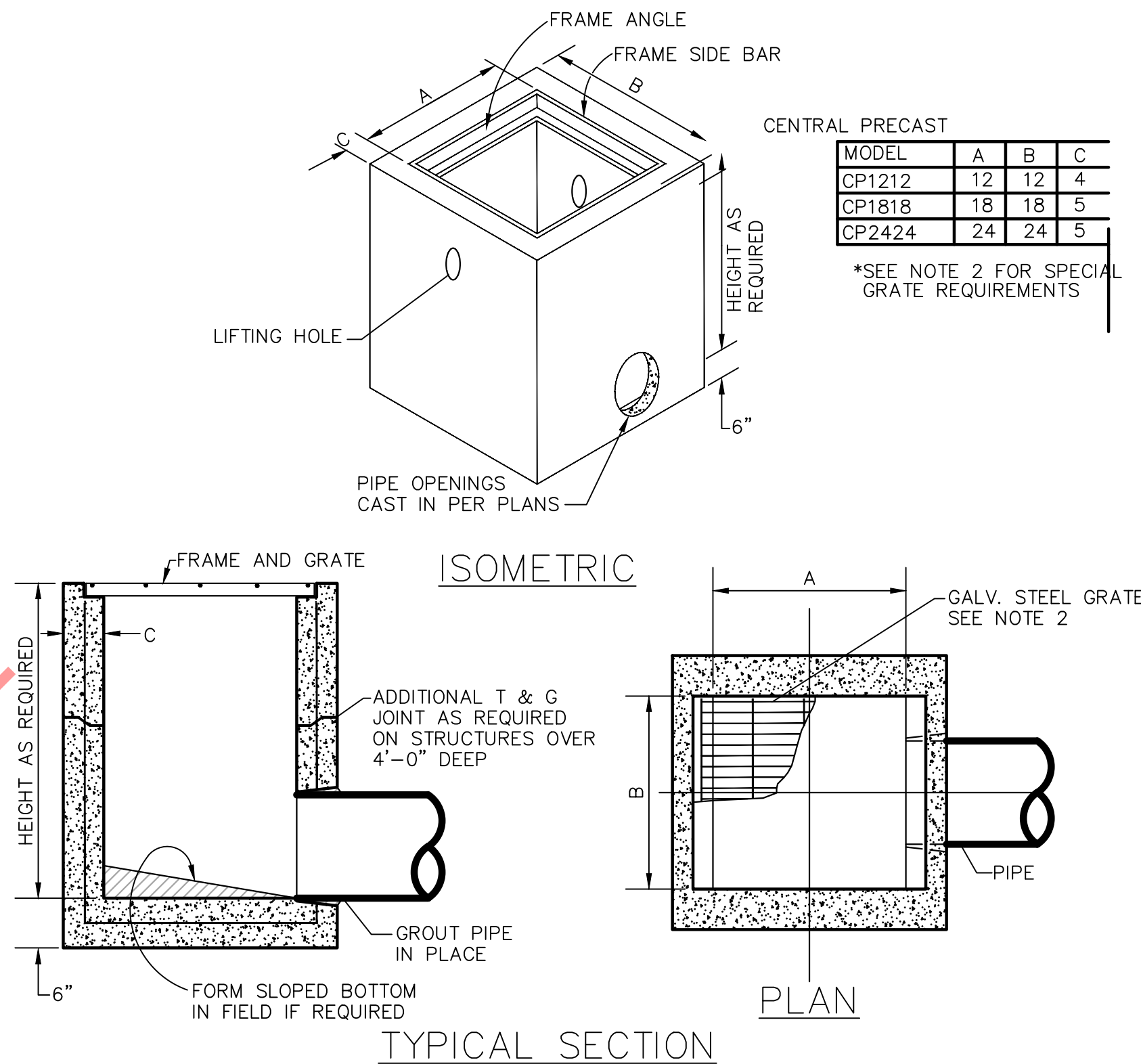
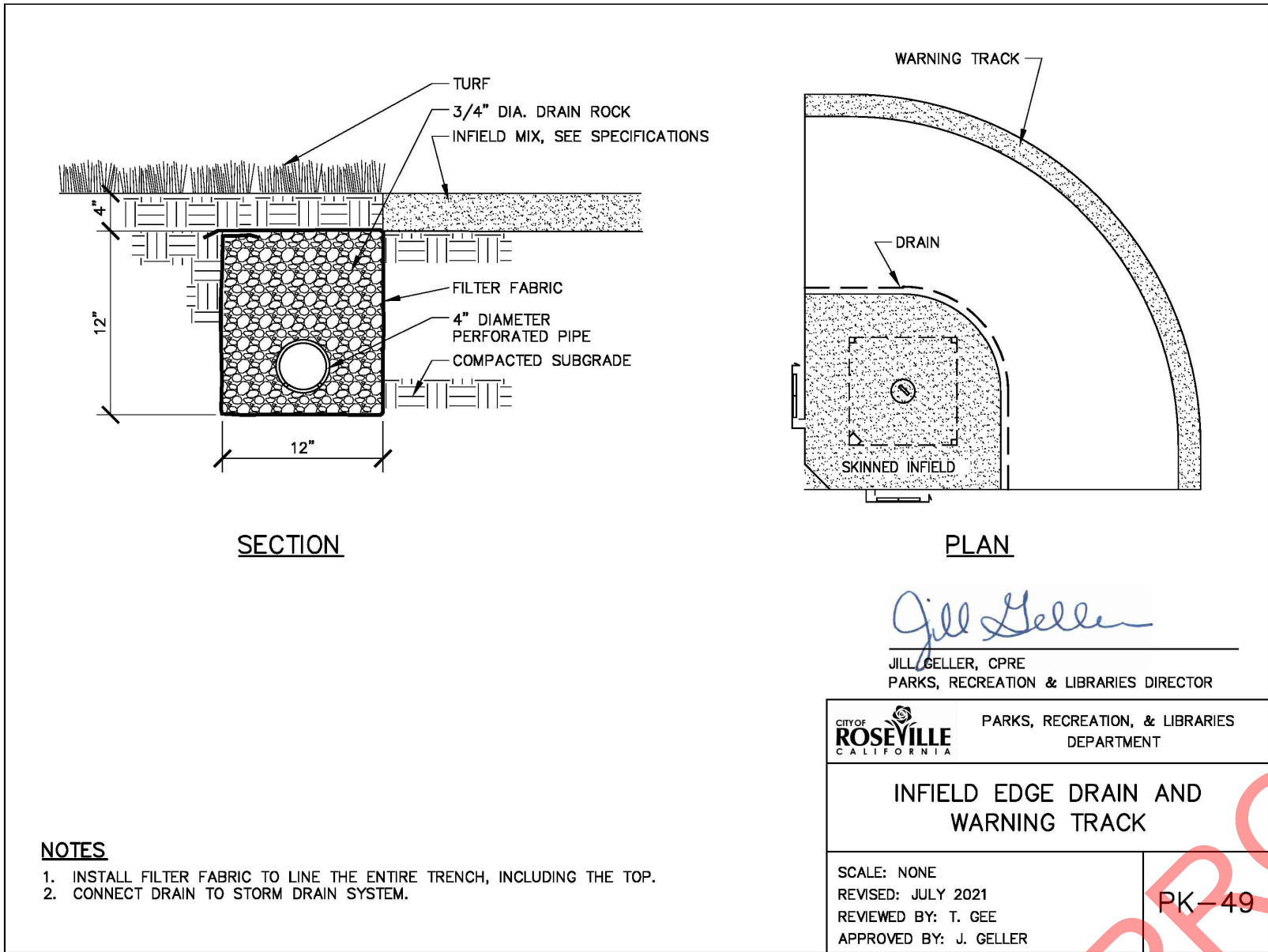
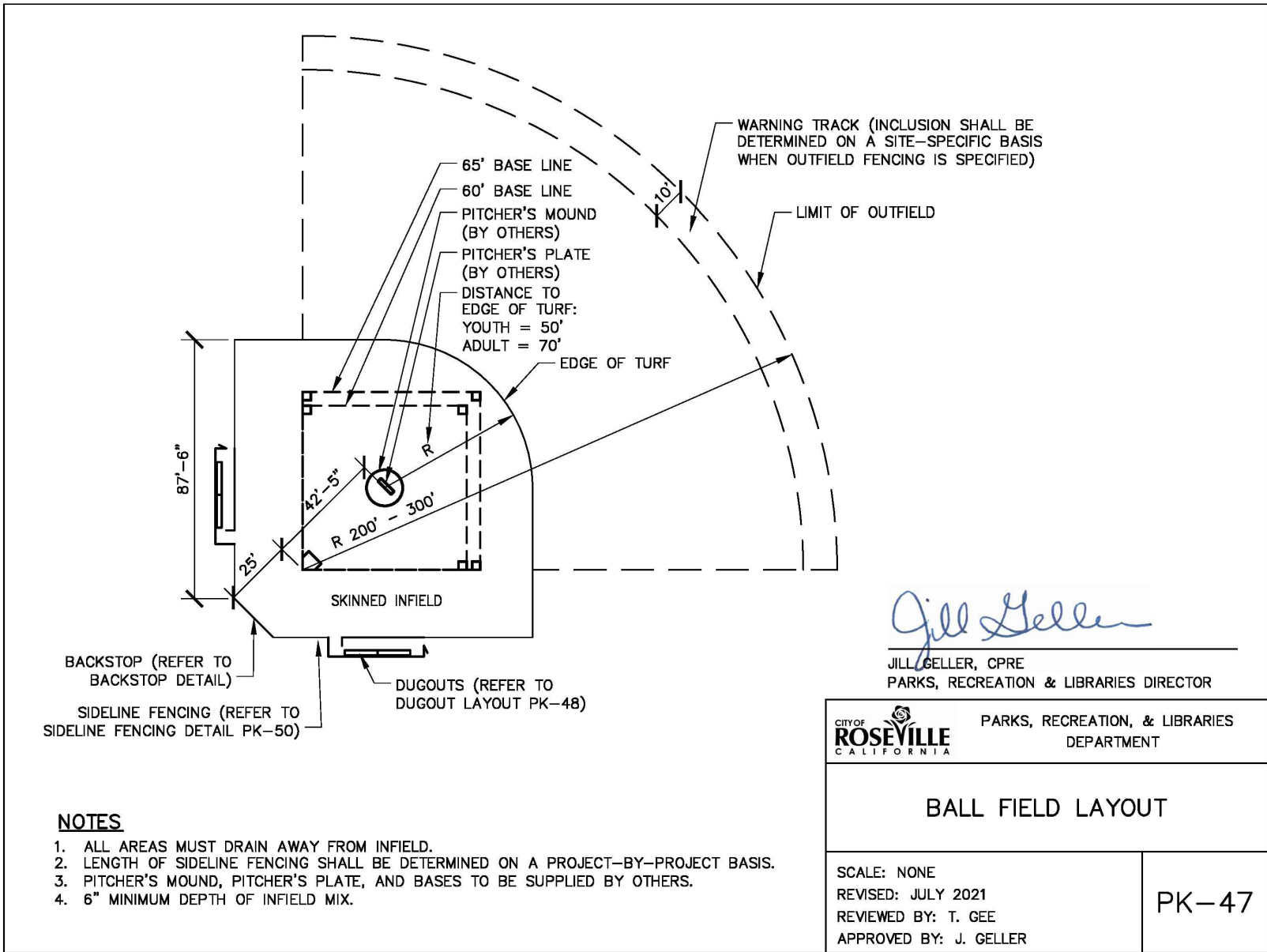
- BIORETENTION NOTES:**

1. BIOTREATMENT SOIL LATER SHALL CONSIST OF A UNIFORM MIX OF 60%-70% CONSTRUCTION SAND AND 30%-40% COMPOST, FREE OF STONES, STUMPS, ROOTS, OR SIMILAR OBJECT AND FREE OF NOXIOUS WEED.
2. PLANTER TOP SOIL SHALL BE SET LEVEL (FLAT).
3. 3" MAXIMUM MULCH LAYER.
4. DRAINAGE LAYER SHALL BE CLASS II PERMEABLE. SEE LANDSCAPING PLANS FOR COBBLE LAYER SPECIFICATIONS.

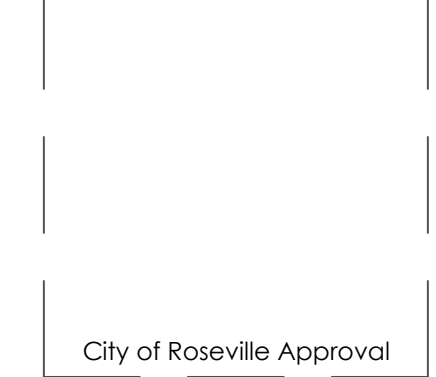


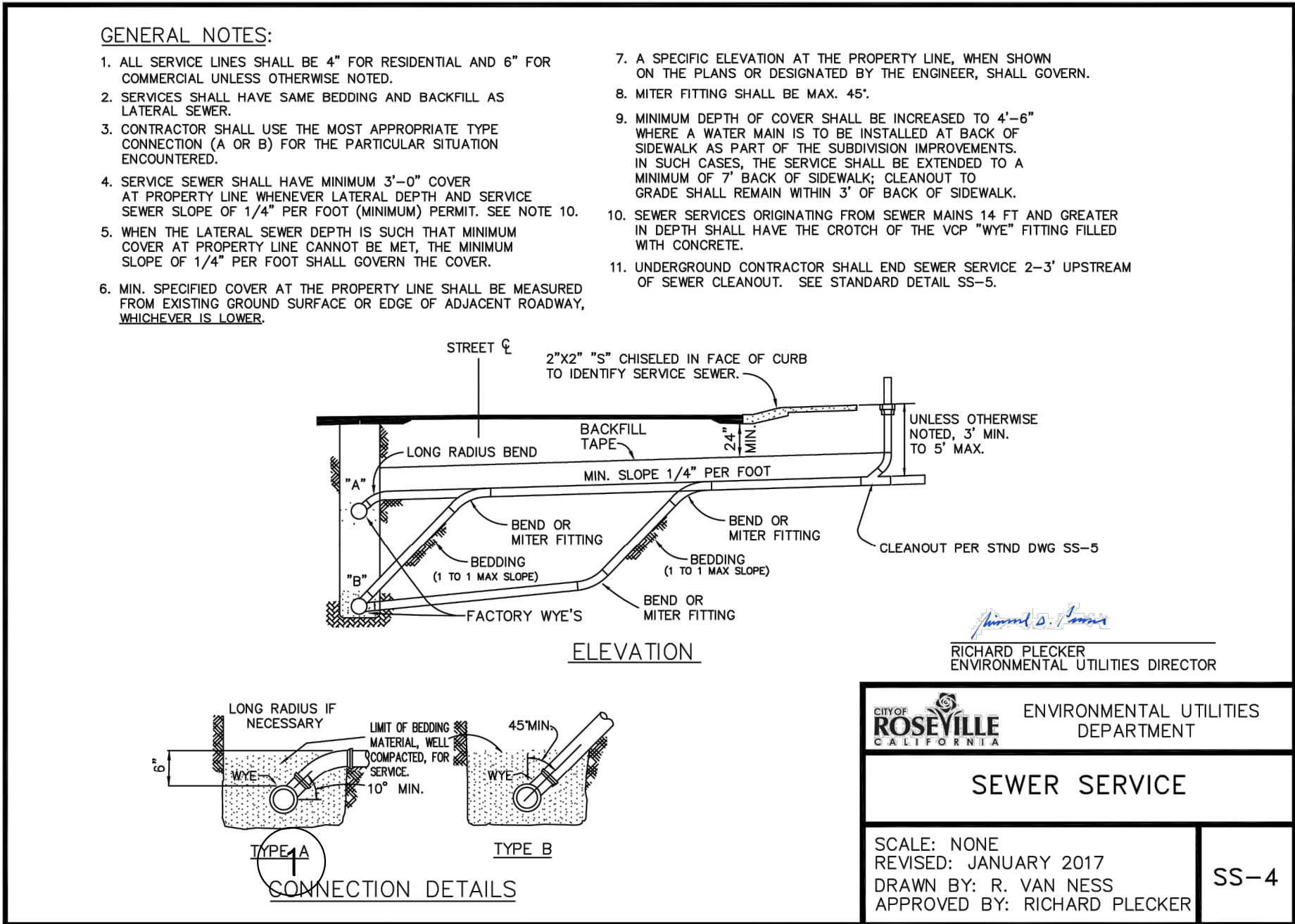
BIOTREATMENT FACILITY
NOT TO SCALE

NOTE: THE CITY OF ROSEVILLE STANDARD DETAILS ARE ADDED HERE FOR REFERENCE. CURRENT CONSTRUCTION STANDARDS SHALL TAKE PRECEDENT AND MAY BE FOUND ON THE CITY'S WEBSITE.



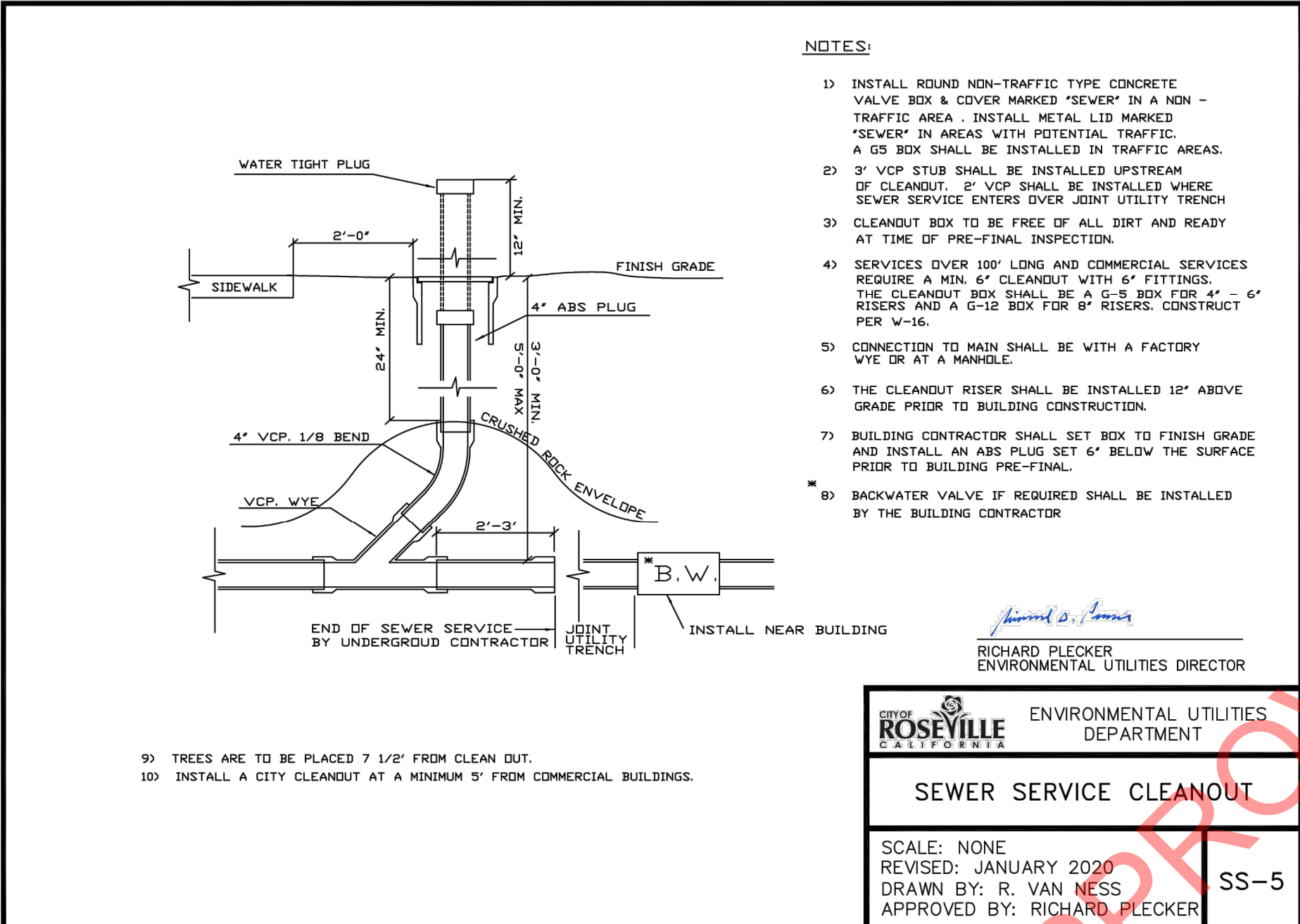
No.	Description	Date





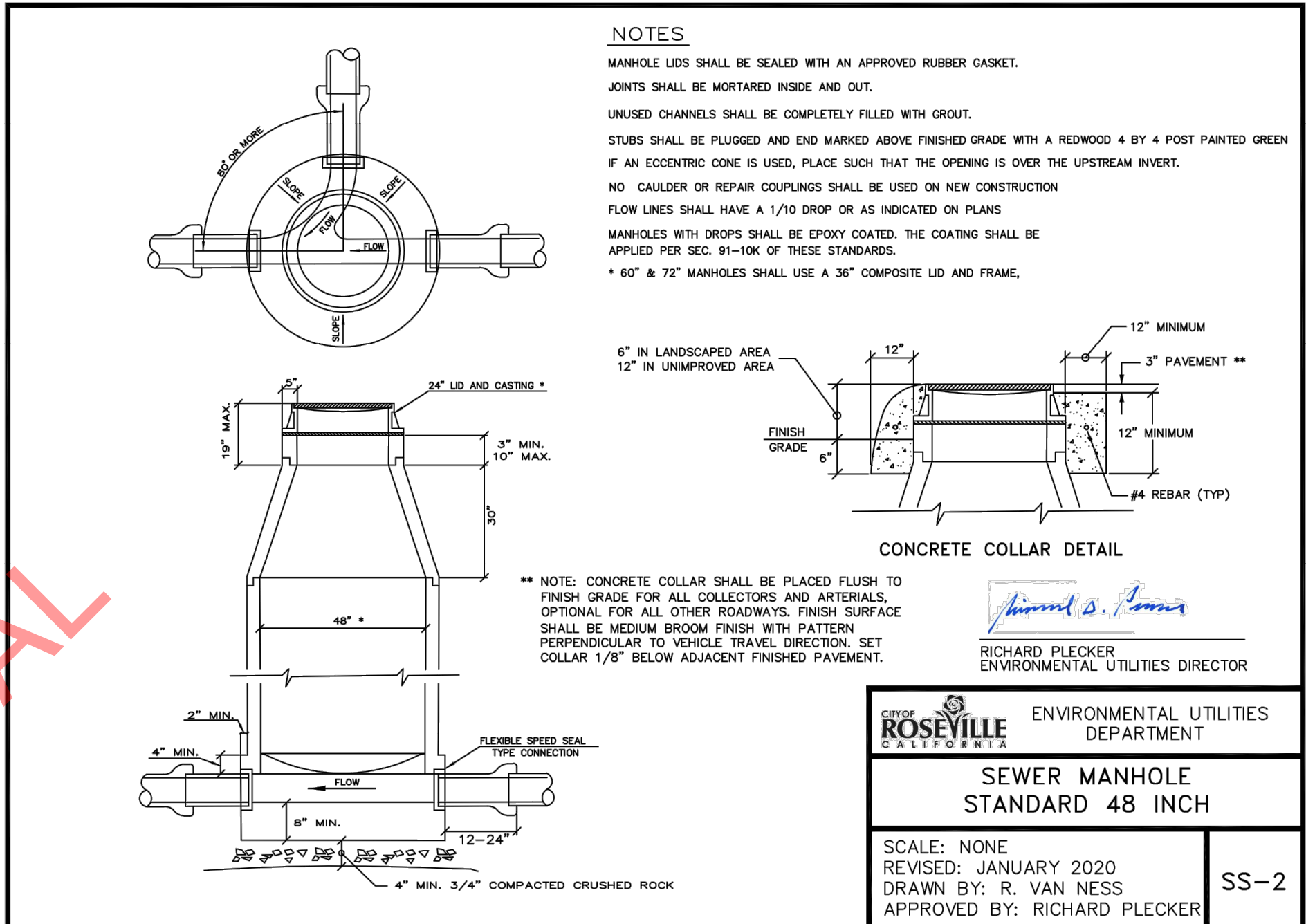
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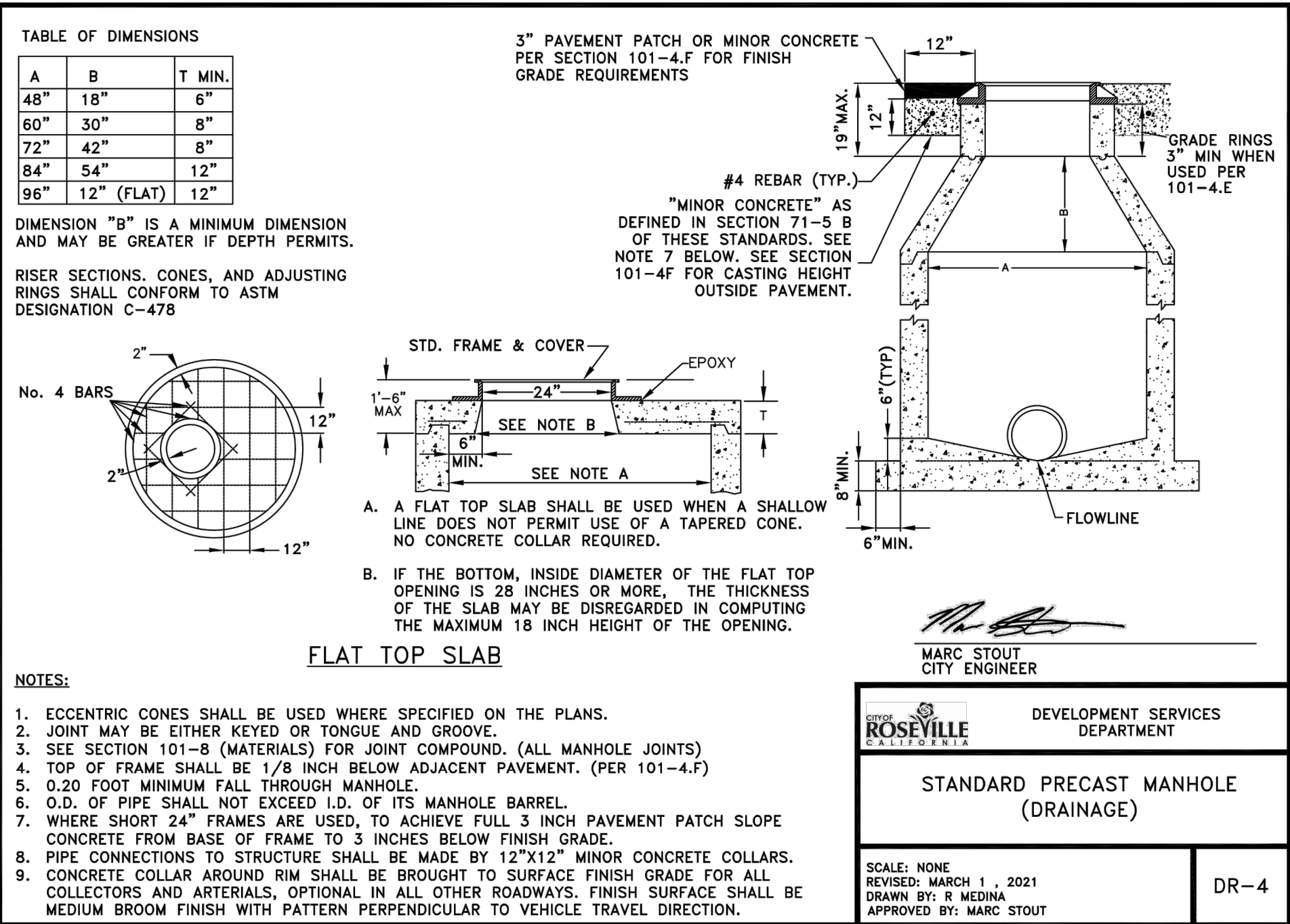
SEWER SERVICE CLEANOUT

NOT TO SCALE



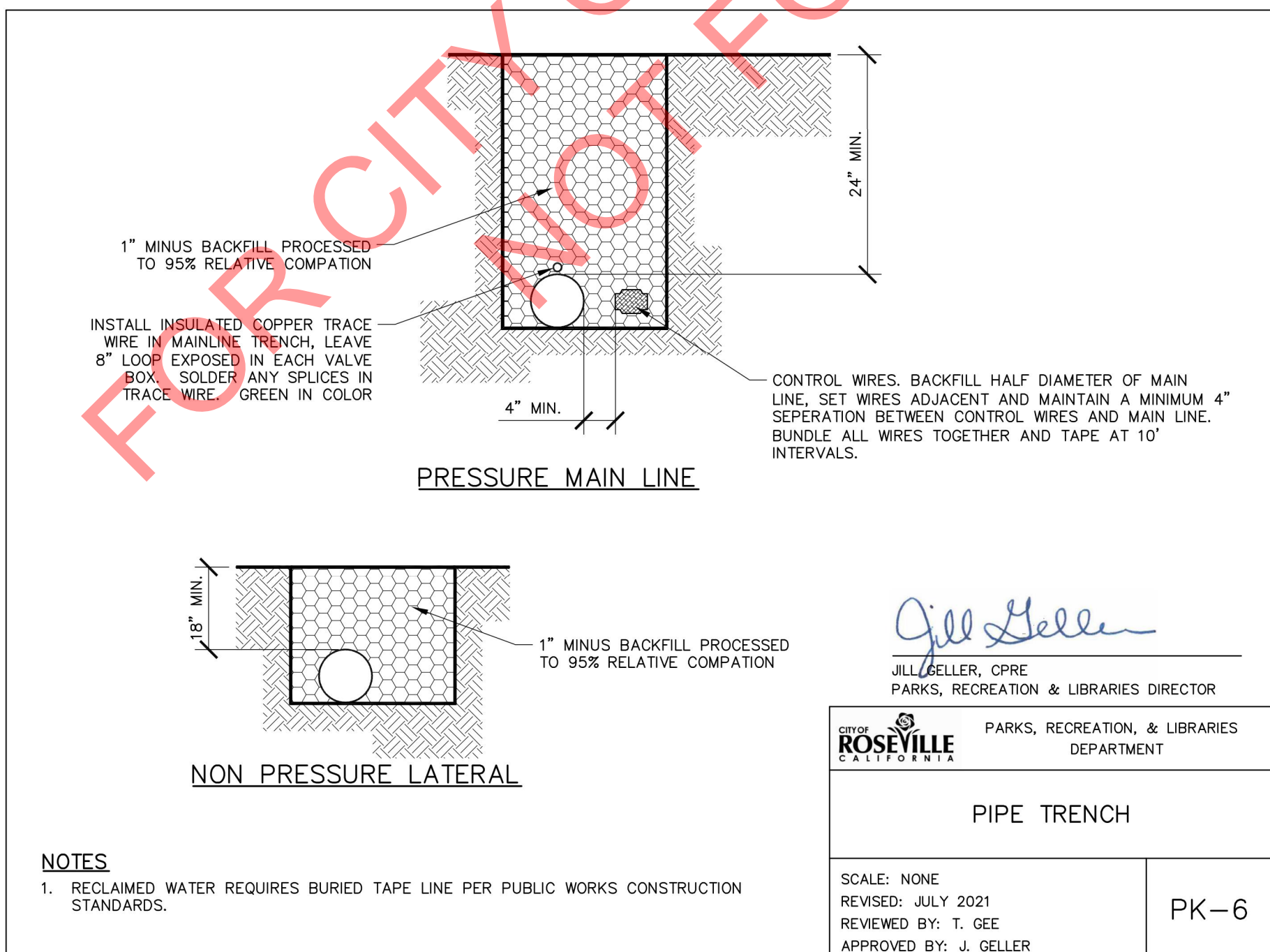
SEWER MANHOLE

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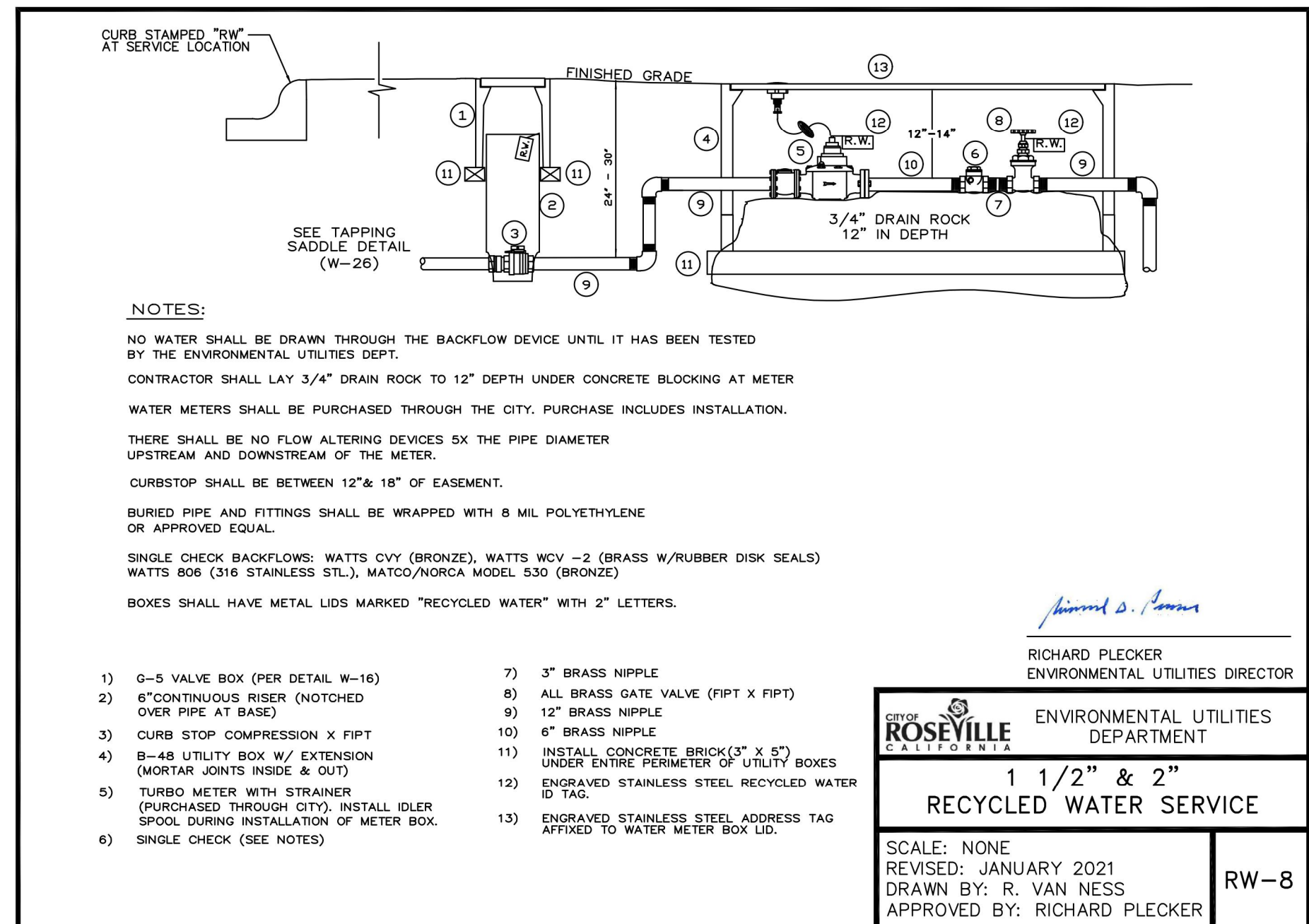
STORM DRAIN MANHOLE

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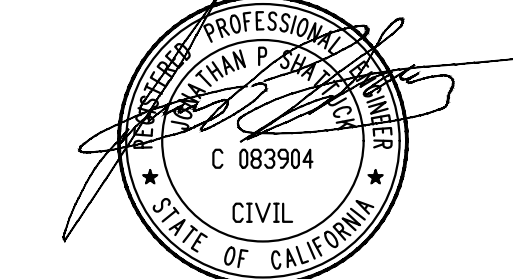
TRENCH BACKFILL

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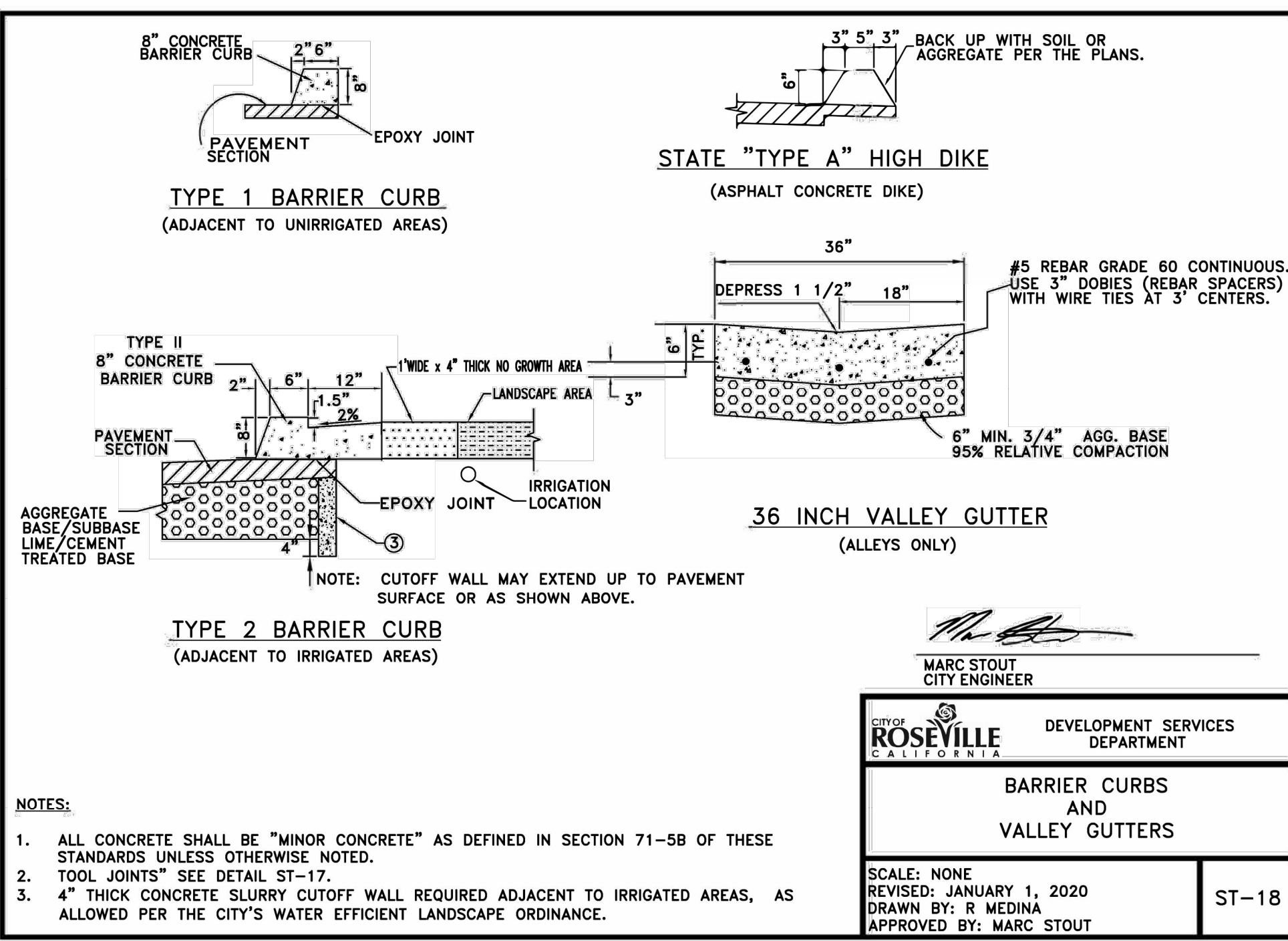
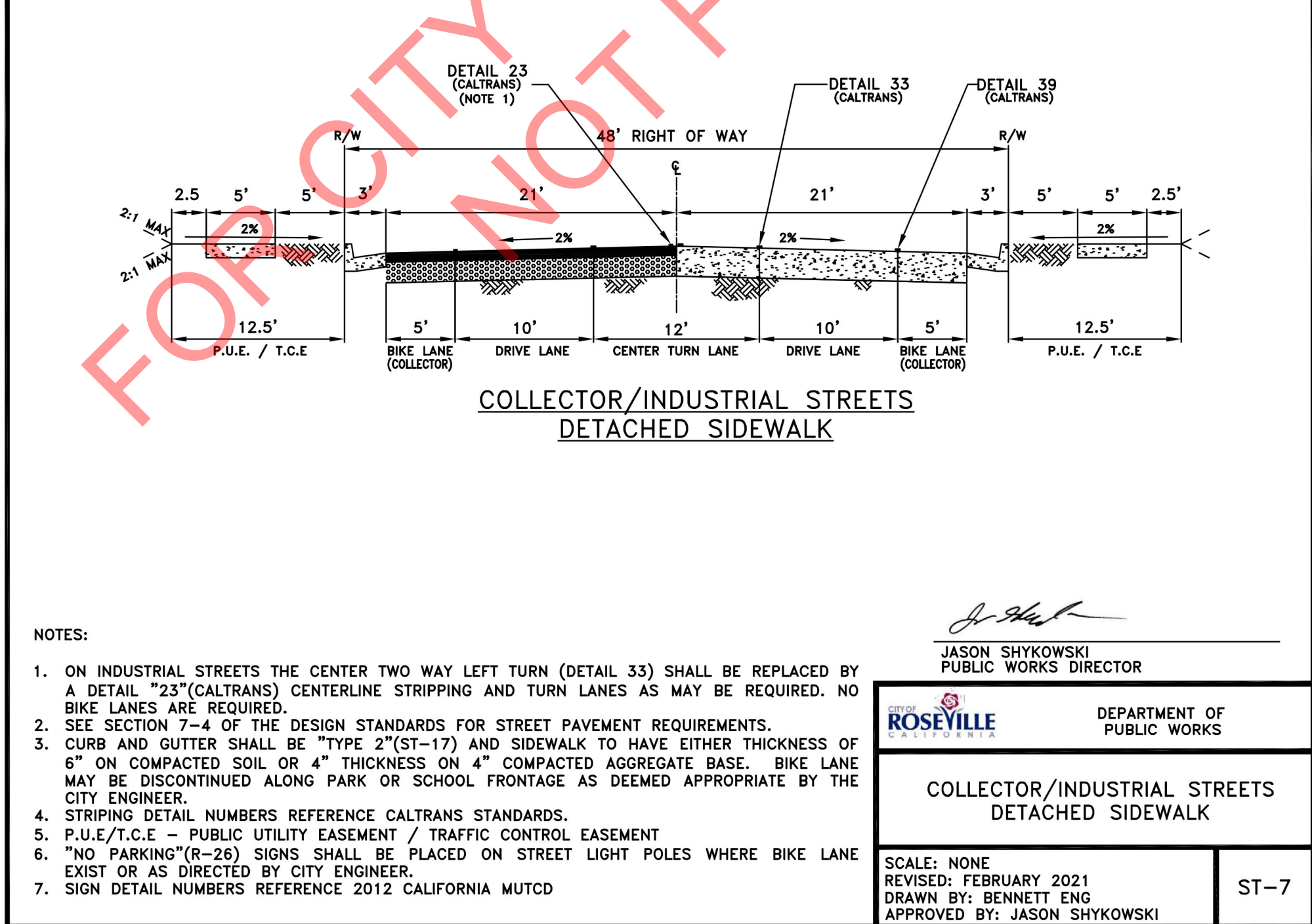
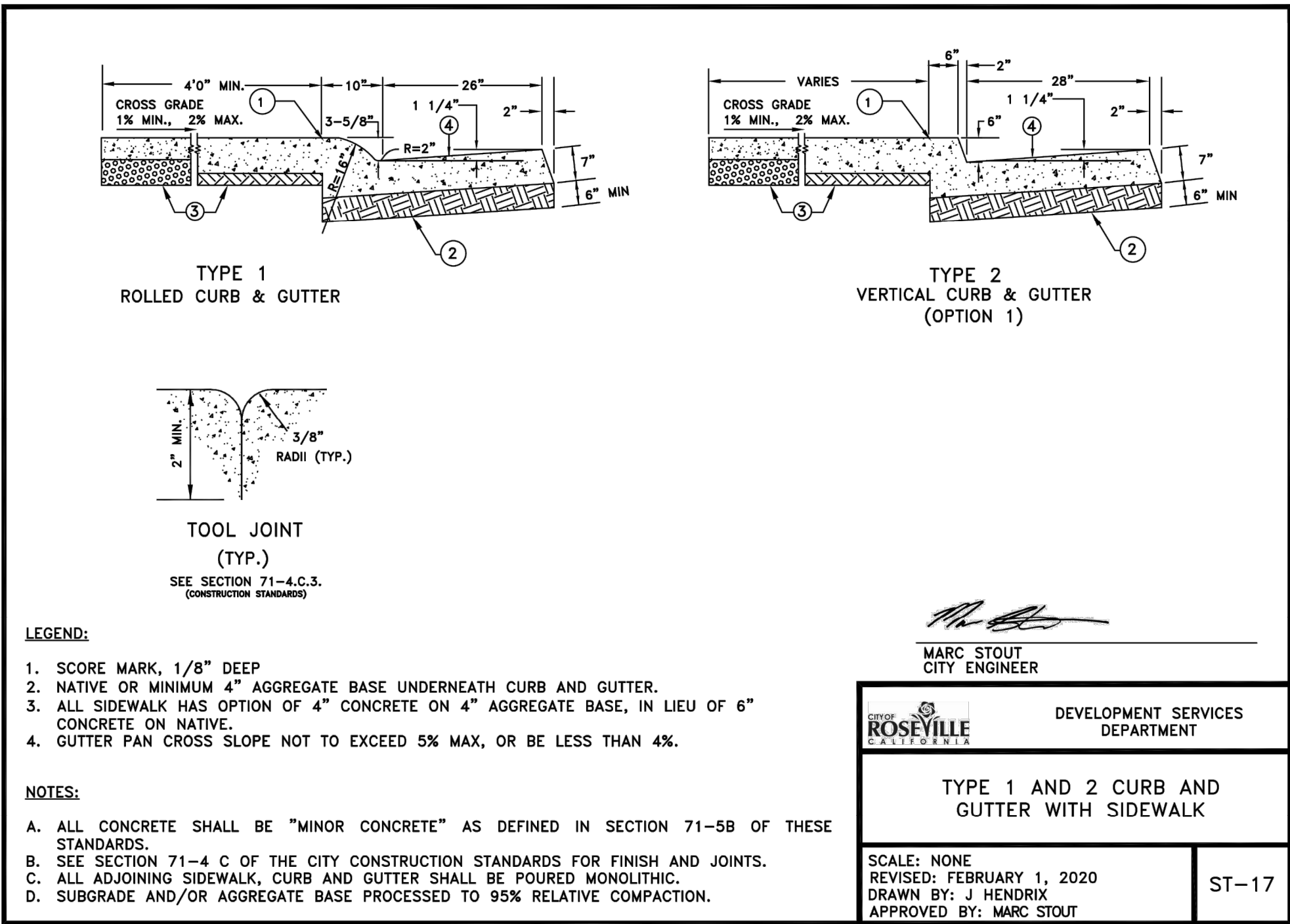
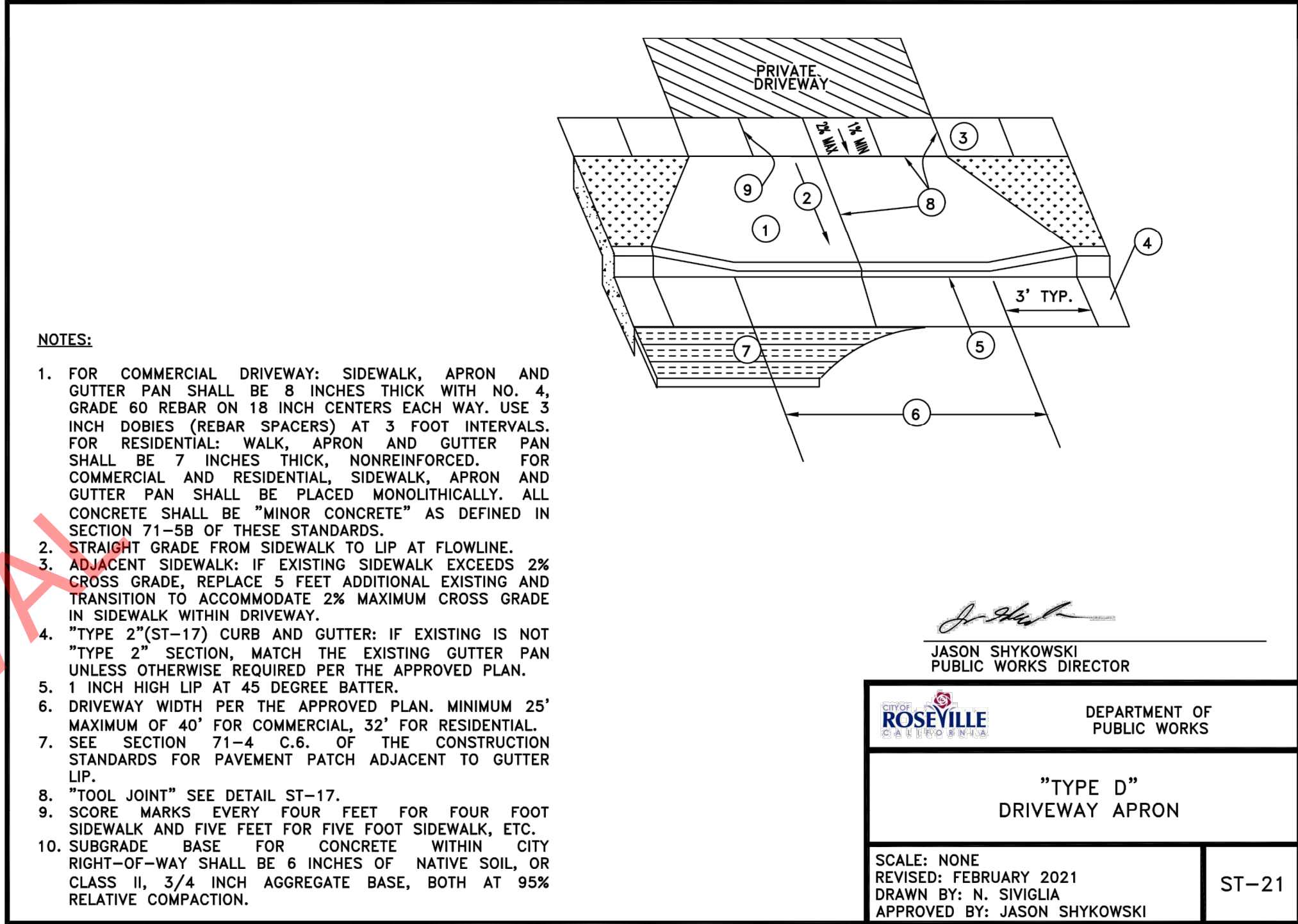
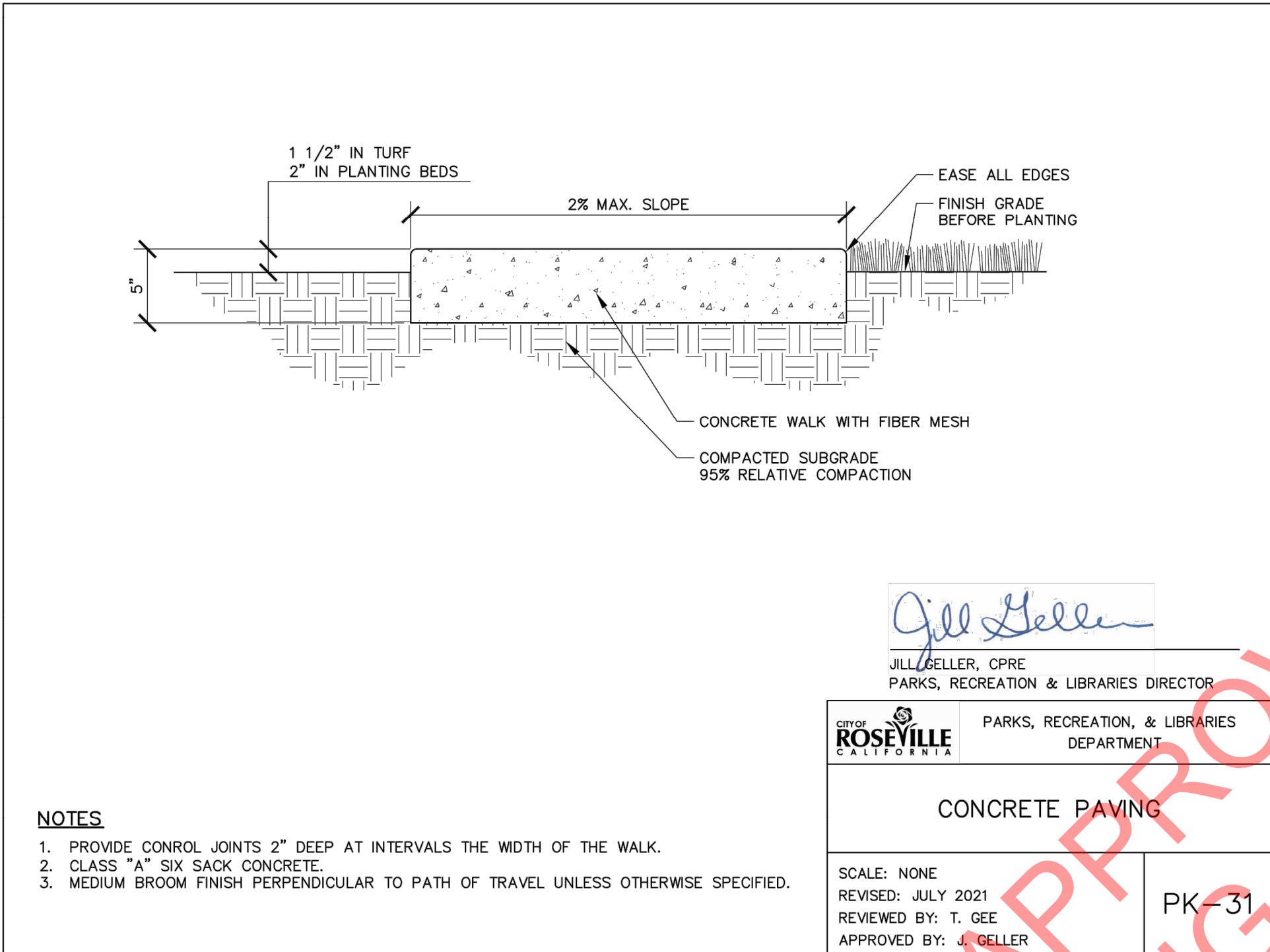
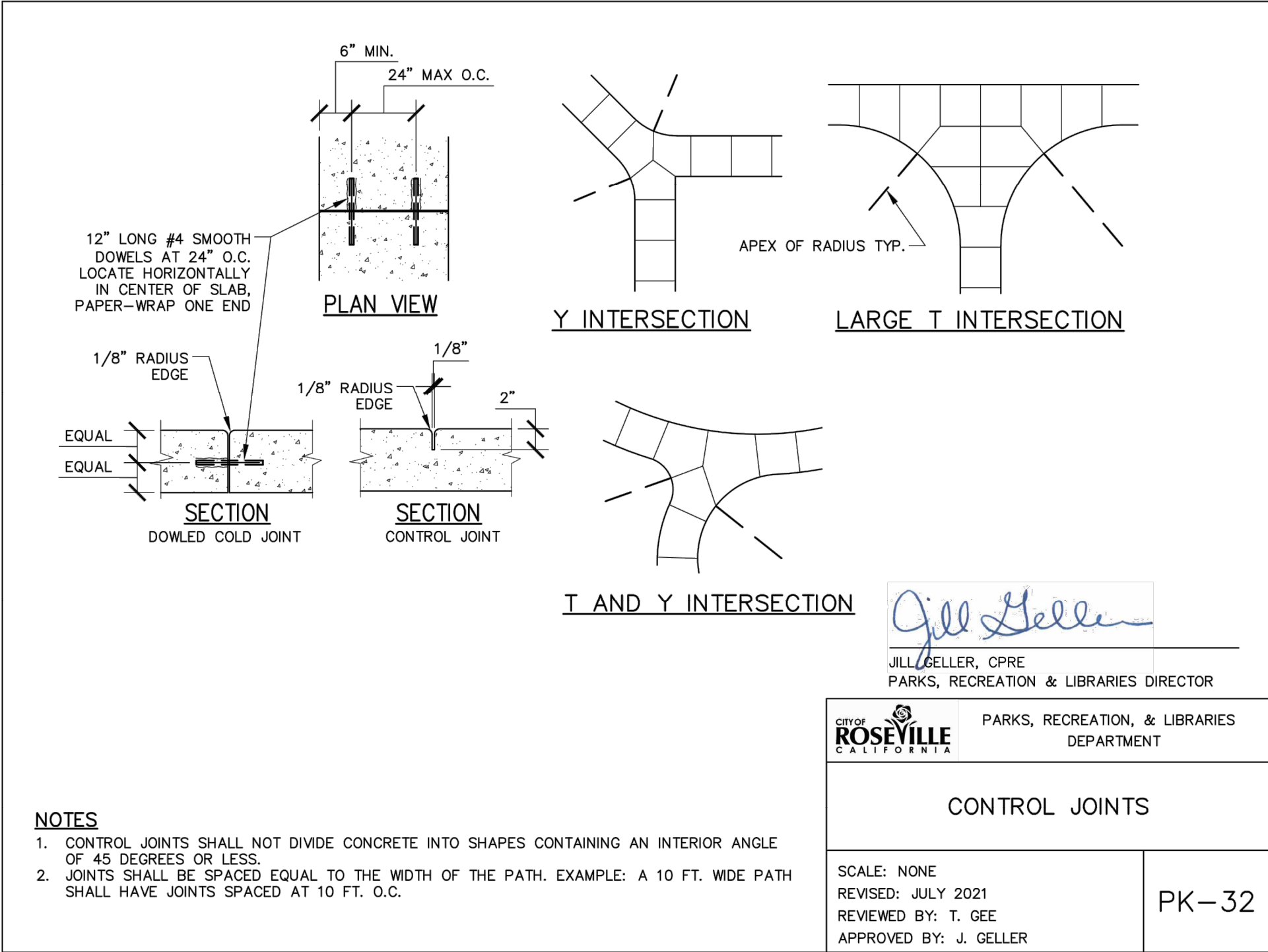
WATER SERVICE CONNECTION

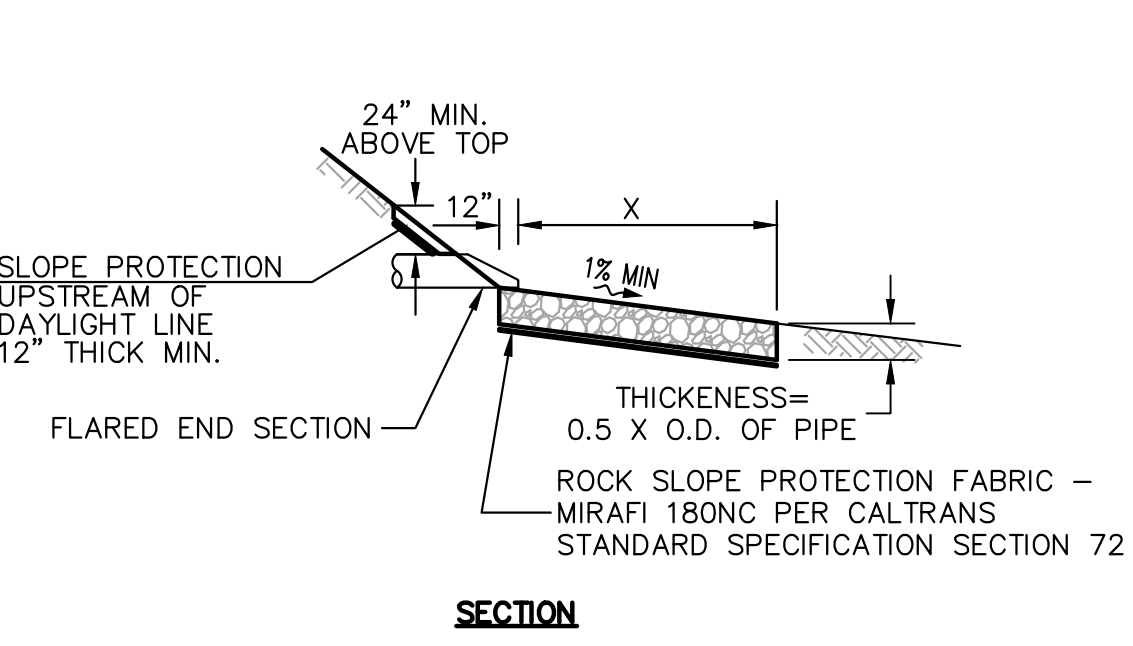
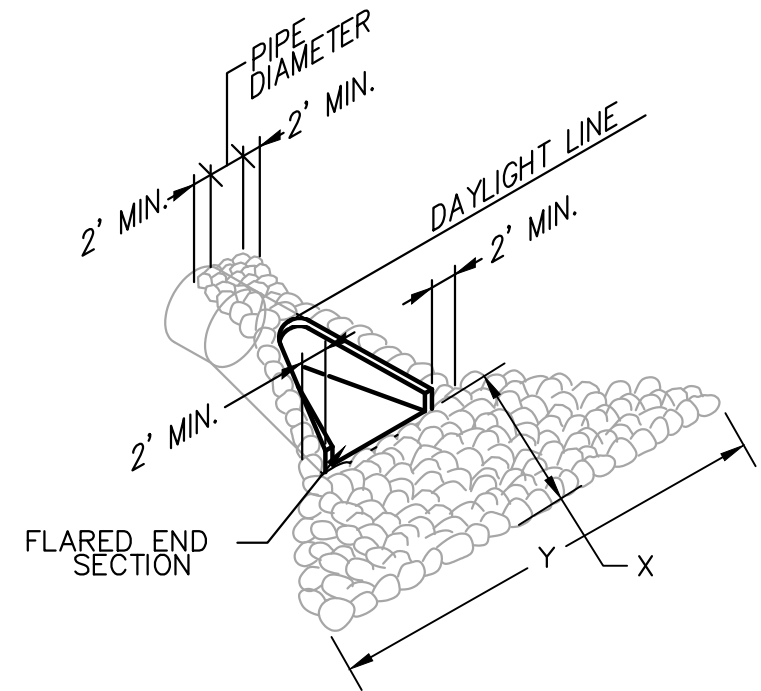
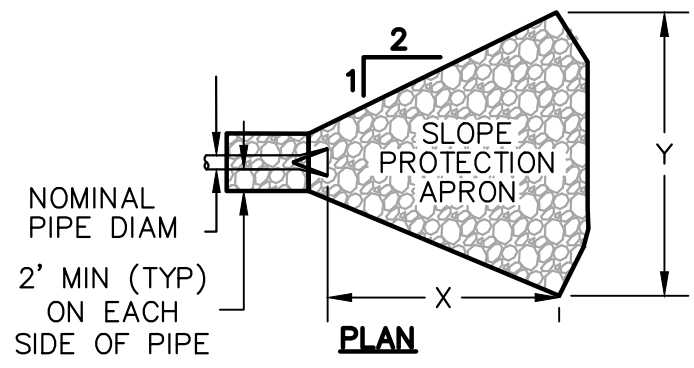
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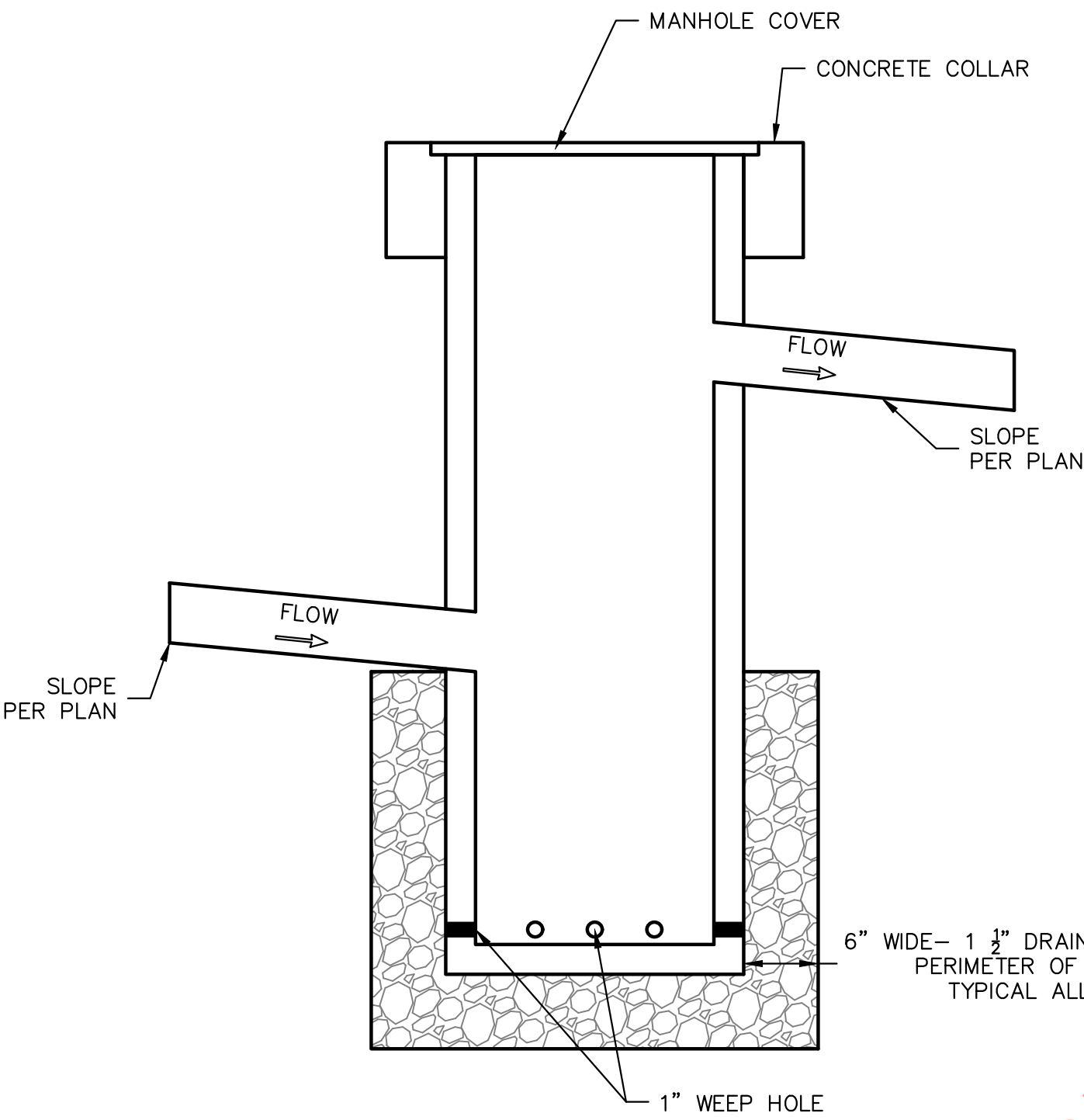




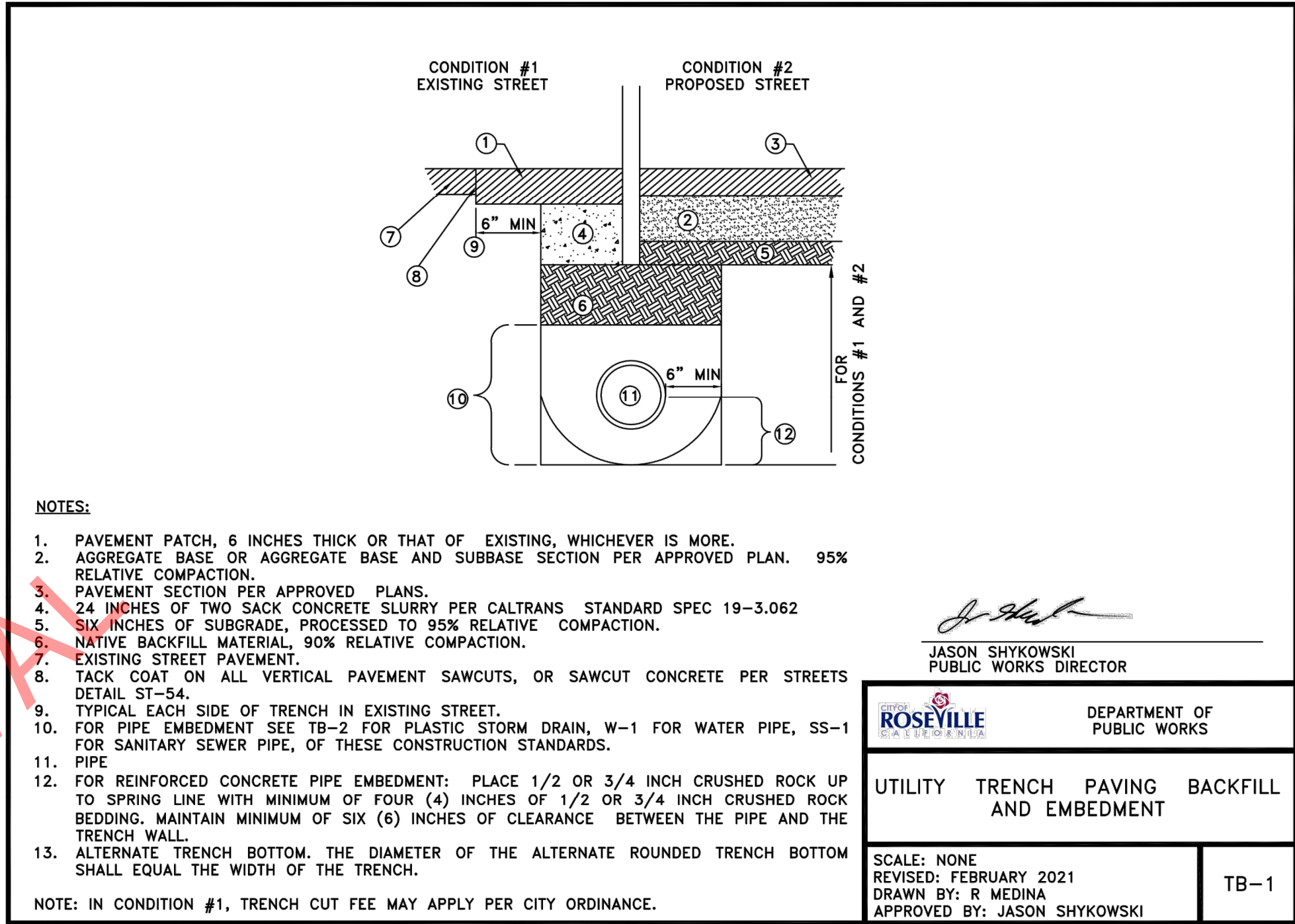
PIPE DIAM (IN)	X (FT)	Y (FT)	ROCK CLASS (CALTRANS)
≤ 12	4	5	NO.1 BACKING
15	6	7.5	NO.1 BACKING

- NOTES:
- HAND PLACE ALL ROCKS
 - ALL ROCKS SHALL BE ANGULAR AND HAVE TWO FACES
 - 50 PERCENT OF ROCKS SHALL BE LARGER THAN HALF THE DIAMETER OF THE PIPE

1 OUTFALL STRUCTURE
NOT TO SCALE



2 STORM DRAIN MANHOLE WITH WEEP HOLES
NOT TO SCALE



3 STORM DRAIN MANHOLE
NOT TO SCALE

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING



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Issuances & Revisions		
No.	Description	Date

Key Plan/Consultant Stamp

City of Roseville Approval

CITY OF ROSEVILLE PUBLIC IMPROVEMENT REQUIREMENTS

GENERAL:

- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
- THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.
- THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A.. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
- THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE SAME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.
- THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS SHOWN ON THESE PLANS.
- A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.
- ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
- CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
- DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C.
- PRIOR TO THE CERTIFICATE OF COMPLETION ON ALL SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, THE DEVELOPER SHALL SUBMIT A LETTER FROM THE POST OFFICE STATING THAT ITS REQUIREMENTS FOR MAILBOX CLUSTER PADS HAVE BEEN SATISFIED.
- ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AND EASEMENT AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
- THE DEVELOPERS CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
- PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
- ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
- THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
- WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE PLACED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
- WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1 1/2" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1 1/2" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.
- ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE RCP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- FOR RESIDENTIAL SUBDIVISIONS, UNLESS OTHERWISE APPROVED BY DEVELOPMENT SERVICES ENGINEERING, THE FINAL GRADING OF THE PROJECT SITE SHALL BE CONSTRUCTED TO ACCOMMODATE A MAXIMUM DRIVEWAY SLOPE OF 14% FOR EACH RESIDENTIAL LOT, AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE GARAGE (20-FT SET BACK). IT WILL REMAIN THE RESPONSIBILITY OF THE BUILDERS/DEVELOPER TO DESIGN A HOUSE THAT PROVIDES SUITABLE ACCESS TO THE PARCEL.
- THE CONTRACTOR SHALL PLACE FILTER FABRIC BETWEEN THE INITIAL BEDDING AND BACKFILL AND THE

TRENCH BACKFILL FOR SANITARY SEWERS DEPTH GREATER THAN 15 FEET MEASURED TO THE PIPE INVERT.

GRADING:

- GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY . (ENGINEERING DIV. FILE NO. 308-1013)
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.
- LOTS SHALL BE GRADED WITH A CONSTANT SLOPE ALONG THE FRONTAGE OF THE RIGHT-OF-WAY, FROM BUILDING SETBACK LINE TO BACK OF SIDEWALK. ALL TEMPORARY AND PERMANENT SLOPES STEEPER THAN 4:1 ALONG THIS FRONTAGE SHALL HAVE EROSION NETTING INSTALLED.
- ALL REAR LOT CORNER ELEVATIONS SHALL BE EQUAL TO OR GREATER THAN THE HIGHEST ADJACENT PAD GRADE UNLESS SPECIFICALLY SHOWN ON THESE PLANS AND APPROVED BY ENGINEERING DIVISION.
- NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
- TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
- THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
- ADJACENT STREET FRONTAGES SHALL BE SWEEP AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.
- CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
- SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
- GRADES SHOWN OUTSIDE OF THE PUBLIC RIGHT OF WAY WITHIN THE APPROVED GRADING PLAN ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION BY THE BUILDING DIVISION FOR COMPLIANCE WITH THE UNIFORM BUILDING CODE AND STATE OF CALIFORNIA TITLE 24 HANDICAP ACCESSIBILITY REQUIREMENTS.
- THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD
- CONTAMINATED SOIL - DEVELOPER AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OR ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

EROSION / SEDIMENT CONTROL:

- THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQD 99-080-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE, OR FROM SITES SMALLER THAN ONE ACRE IF THE CONSTRUCTION ACTIVITY IS PART OF A LARGER PLAN OF DEVELOPMENT OR SALE THAT DISTURBS ONE ACRE OR MORE. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE, NOR A PRE-CONSTRUCTION MEETING PERMITTED TO BE SCHEDULED, PRIOR TO THE SWPPP BEING ACCEPTED BY THE CITY. FOR MORE INFORMATION SEE: http://www.roseville.ca.us/eu/stormwater_management
- THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.
- A COPY OF THE SWPPP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR.
- NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.

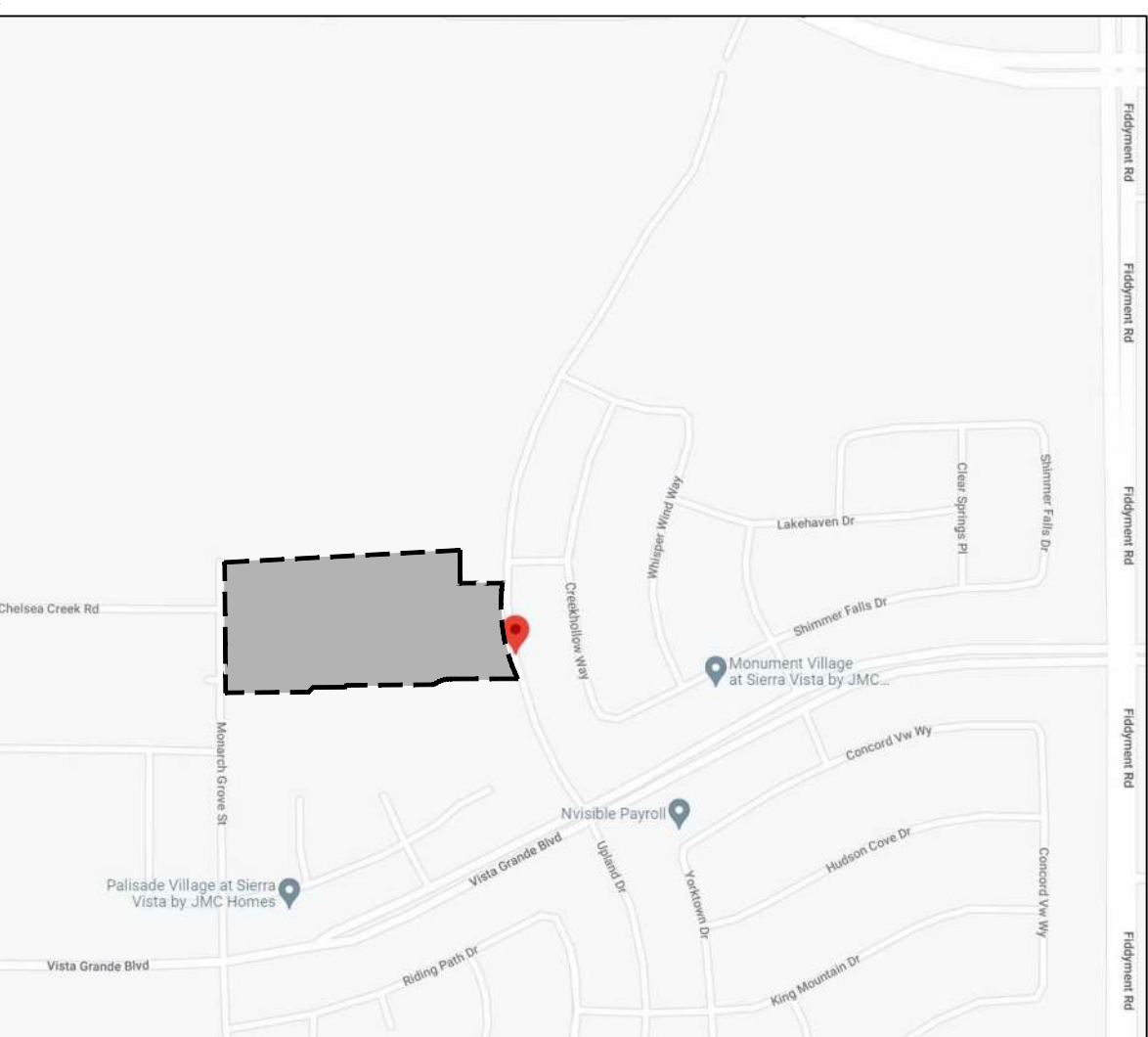
- THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

AIR QUALITY:

THE FOLLOWING NOTES ARE PROVIDED AS REFERENCE TO APPLICABLE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT ADOPTED RULES AND REGULATIONS. COMPLIANCE WITH ALL APPLICABLE APCD RULES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AIR QUALITY RULES ARE ENFORCED SOLELY BY THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT.

- CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
- THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
- DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
- DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
- A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
- PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013: (NEED LINK)

VICINITY MAP



PROJECT INFORMATION

ADDRESS: 4651 Upland Drive
Roseville, CA 95747

APN: 498-010-030-000

BUILDING CODE APPLICABILITY

This project is subject to the following building Design Codes:
2022 California Building Code with City of Roseville Amendments (CBC)

- * DEFERRED SUBMITTAL -
 - Shade Structure manufacturer drawings and footings

NOTE: All items shown here fall under the purview of the CBC and shall be constructed under a separate Building Permit BD24-0472

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C2.0	DEMOLITION PLAN
C3.0	SURFACE IMPROVEMENT PLAN
C3.1	SURFACE IMPROVEMENT PLAN
C4.0	GRADING PLAN
C4.1	GRADING PLAN
C5.0	UTILITY PLAN
C6.0	STORMWATER CONTROL PLAN
C7.0	EROSION CONTROL PLAN
C7.1	EROSION CONTROL DETAILS
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C8.1	DETAILS
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LS1.7	SITE DETAILS CITY STANDARDS
LI1.0	IRRIGATION CALCULATIONS, NOTES, & SCHEDULES
LI1.1	IRRIGATION LEGEND
LI1.2	IRRIGATION PLAN
LI1.3	IRRIGATION PLAN - OMIT (12/15/23)
LI1.4	IRRIGATION DETAILS CITY STANDARDS
LI1.5	IRRIGATION DETAILS CITY STANDARDS
LI1.6	IRRIGATION DETAILS BOOSTER PUMP
LP1.0	PLANTING LEGENDS, NOTES, & SCHEDULES
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LP1.2	PLANTING PLAN - OMIT (12/15/23)
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EO.1	TITLE 24 COMPLIANCE FORMS
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E3.0	ONE LINE DIAGRAM AND LOAD CALCULATIONS

(COMFORT STATION)	
T1	TITLE SHEET
T2	ACCESSIBILITY, SIGNAGE + PROJECT DATA
T3	CALGREEN CODE COMPLIANCE
AO.1	SPECIFICATIONS
AO.2	SPECIFICATIONS
AO.3	SPECIFICATIONS
AO.4	SPECIFICATIONS
PA1	PLANS + ELEVATIONS
A2	SECTION + DETAILS
A3	DOOR + FINISHES SCHEDULE
SO.1	STRUCTURAL NOTES
SO.2	STRUCTURAL NOTES
SI.1	TYPICAL DETAILS
SI.2	TYPICAL DETAILS
SI.2.1	COMFORT STATION 1 FOUNDATION PLAN & ROOF FRAMING PLAN
SI.3.1	COMFORT STATION 1 STRUCTURAL DETAILS
P-1	PLUMBING FLOOR PLANS & SCHEDULES
E1	SYMBOLS
E2	POWER AND LIGHTING PLAN
E3	TITLE 24 COMPLIANCE
E4	TITLE 24 COMPLIANCE - OMIT (01/22/24)

C3.2	CORNER SITE DISTANCE
C4.2	GRADING SECTIONS
C8.5	DETAILS
L-S1.0	BACKSTOP FOOTING NOTES AND DETAILS

FOR BLDG DEPT REVIEW

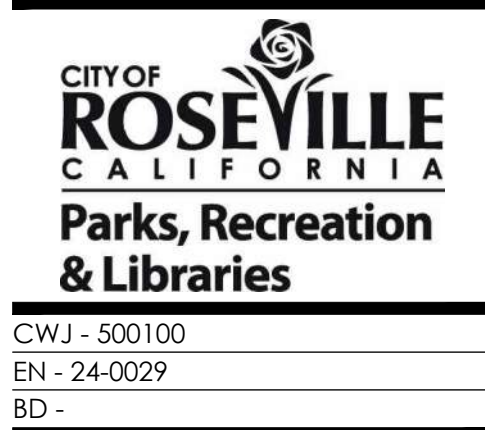
ADA Path of Travel: Sheet SOW
Drinking Fountain Layout (ADA): Sheet LS1.1
Electrical: Sheets E0.0, E0.1, E0.2, E2.0, E3.0
*Shade Structure (Polygon): Sheet LS1.5

SIGNATURE BLOCK

City Engineer Date
Department of Development
Services

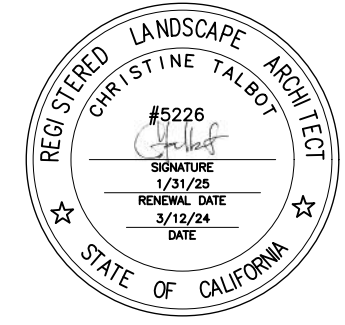
UTILITY REPRESENTATIVES			
UTILITY	REPRESENTATIVE		PHONE
USA			800-642-2444
Gas	PGandE	Emily Pearson	530-889-3147
Electricity	Roseville Electric	Tiffany McAvoy	916-774-5633
Telephone	N/A		
Water	City of Roseville	Dave Samuelson	916-774-5442
Sewer	City of Roseville	Dave Samuelson	916-774-5442
Drainage	Development Services	Engineering	916-774-5339
T.V. Cable	N/A		

QUADRIGA
landscape architecture and planning, inc.
SACRAMENTO | SANTA ROSA
916.441.2129 | www.quadrigo-inc.com



JOHN BYOUK PARK (JM-50)
100% Construction Documents
APN 498-010-030-000
4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

Stamp



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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp



TITLE SHEET

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

TS

HOURS OF CONSTRUCTION

In accordance with the City's Noise Ordinance, the hours of project construction shall be limited to the following: 7:00 A.M. to 7:00 P.M. (Monday through Friday) 8:00 A.M. to 8:00 P.M. (Saturday, Sunday, and Holidays).

WASTE MGMT PLAN

Contractor will submit a Waste Management Plan by email to SCST@Roseville.ca.us or by fax to 916-774-5798. If Contractor has questions or needs assistance completing a Waste Management Plan, call 916-774-5780.

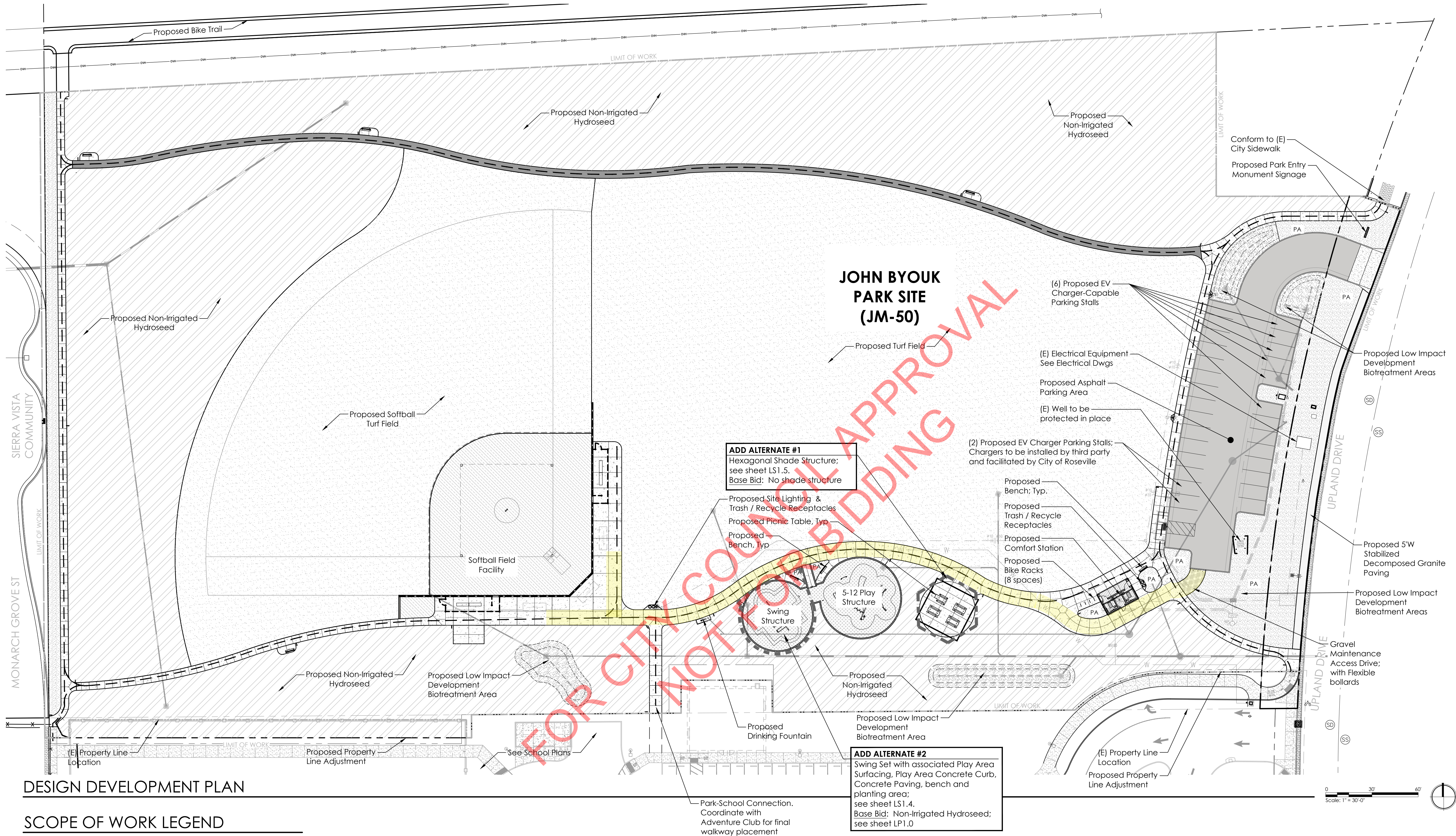
PROJECT TEAM

Landscape Architect	Civil Engineer	Electrical Engineer
Quadriga Landscape Architecture and Planning, Inc. 1415 21st Street, Studio A Sacramento, CA 95811 Phone (916) 441-2129	BKF Engineers Surveyors Planners 980 9th Street, Suite 1770 Sacramento, CA 95814 Phone (916) 556-5800	ECOM Engineering, Inc. 1796 Tribute Road, Suite 100 Sacramento, CA 95815 Phone (916) 641-5600

CITY BENCHMARK

City BM 125 Basis of Bearings: California State Plane
Elev. 126.600 Coordinates, Zone 2. US Survey Foot

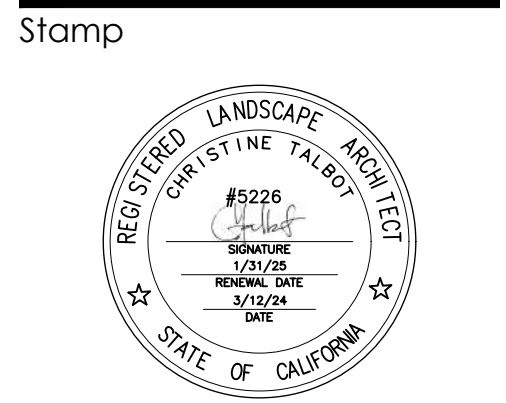
Description: 3-1/4" Brass disc stamped 2018 PLS 8278, Located on the south side of Pleasant Grove Blvd. Approx. 300 feet East of the centerline of Fiddymont Road at the tob of the curb within the bus turnout in front of the bus shelter pad.



DESIGN DEVELOPMENT PLAN

SCOPE OF WORK LEGEND

- ADA Path of Travel. All accessible paths of travel shall have walking surfaces not steeper than 1:20 and cross slopes of these surfaces shall not exceed 1:48 per CBC Section 11B-403.3. All walks are a minimum of 60 inches in width. Refer to Staking and Reference Plans, Sheets C3.0 and C3.1 for exact dimensions.
- Yellow shaded area: Maintenance Vehicle Path of Travel; 10'-0" minimum width.

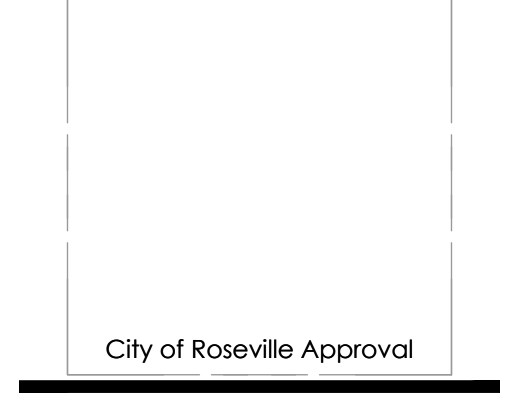


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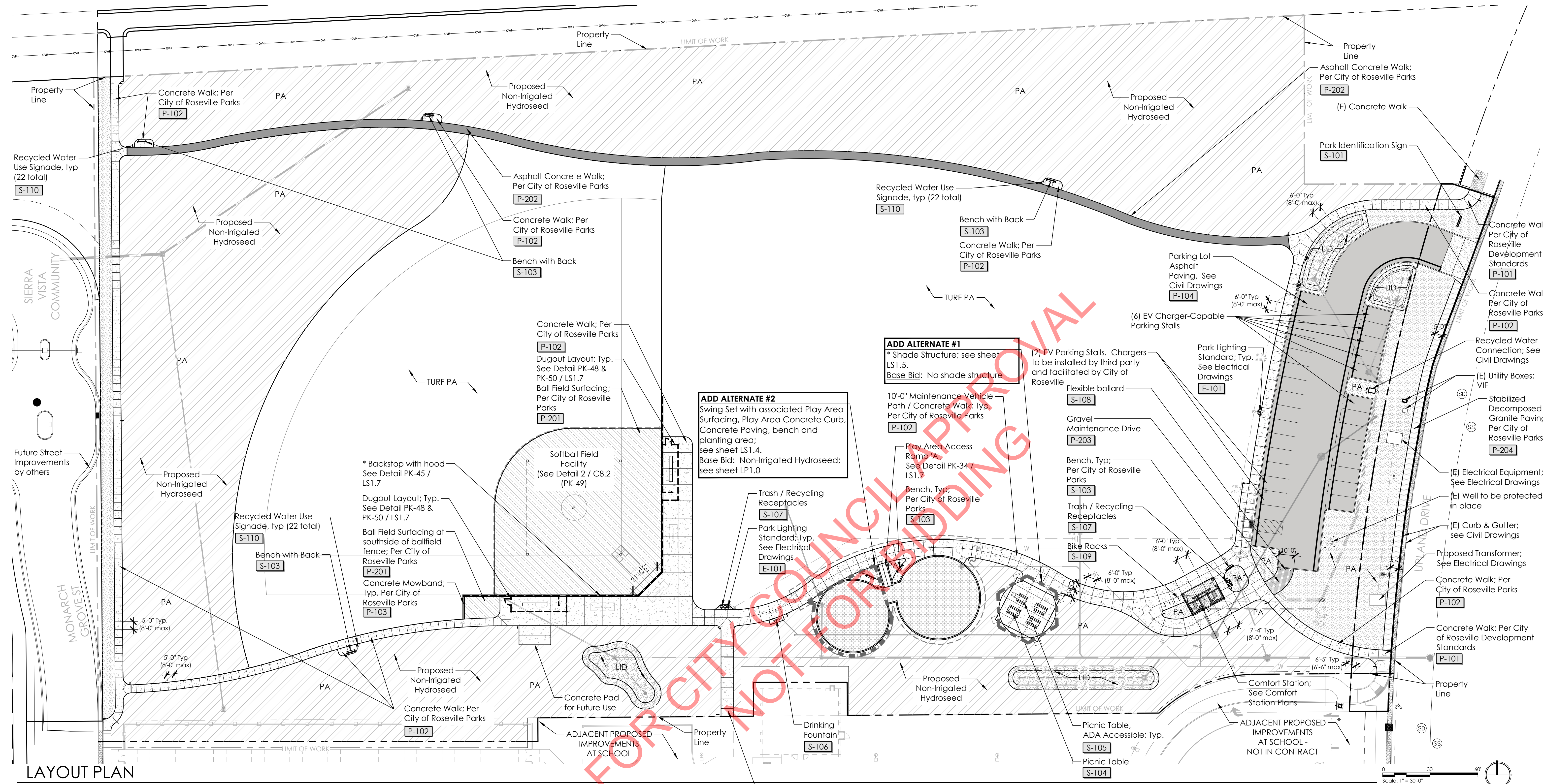
Key Plan/Consultant Stamp



SCOPE OF WORK
PLAN

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

SOW



LAYOUT PLAN
SEE SHEET LS1.2 FOR SITE AMENITIES SCHEDULE AND LAYOUT NOTES

***DEFERRED SUBMITTAL -**

- Shade Structure manufacturer drawings and footings



the site, and assume wholly and unconditionally the risk of completing the work set out on these plans, regardless of rock, water table, or other conditions which contractor may encounter in the course of the work.

9. Any excess materials shall be considered the property of the Contractor and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations, at all times during construction and until final completion.
10. Contractor to locate and install pipe sleeves under paving as needed in order to install irrigation piping according to irrigation plan.
11. All work shall be consistent with the City of Roseville Parks Construction Standards, latest edition.

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 11. All work shall be consistent with the City of Roseville Parks Construction Standards, latest edition.

SITE AMENITIES SCHEDULE

ELECTRICAL		DETAIL
SYMBOL	DESCRIPTION	
	E-101 Lighting Standard Per Electrical, See Sheet E1.0. Layout per City Standard Detail PK-29	4 / E0.0 (PK-29)
SYMBOL	CONCRETE DESCRIPTION	DETAIL
	P-101 Concrete Paving; per City of Roseville Development Standards	5 / C8.4
	P-102 Concrete Paving; per City of Roseville Parks Department Standards	2 / C8.4 (PK-31)
	P-103 Concrete Mowband; 12" wide; City of Roseville Parks Department Standards	PK-27 / LS1.6
	OTHER PAVING / SURFACING DESCRIPTION	DETAIL
	P-104 Parking Lot Asphalt Paving; City of Roseville Standard	C3.1
	P-105 Play Area Surfacing - Fibar at 12" Depth	PK-36 / LS1.7 PK-37 / C8.2
	P-201 Ball Field Surfacing - Infield Mix	2 / C8.2 (PK-49)
	P-202 Asphalt Concrete Paving; City of Roseville Parks Department Standard	PK-30/ LS1.6
	P-203 Gravel Surfacing at Maintenance Access Drive 8" Section per Specifications	3 / LS1.6
	P-204 Stabilized Decomposed Granite Paving; City of Roseville Parks Department Standard	PK-33/ LS1.7
SYMBOL	SITE FURNISHINGS DESCRIPTION	DETAIL
	S-101 Park Identification Sign Model: Per City Standard Detail PK-28 Mfr: Quick Crete Products, Norco, CA; Outdoor Creations Inc., Anderson, CA; or accepted equal.	PK-28 / LS1.6
	S-102 Park Namesake Bio Sign per Specifications. Mfr: By KVO Industries, Inc.	TBD
	S-103 Bench with Back Model: SG303P, 6-foot, perforated pattern, PVC coated Mfr: Wabash Valley, or accepted equal Color: As selected by the City; Install: In-ground	PK-24 / LS1.6
	S-104 Picnic Table Model: TRT08-A-10-000, 8-foot, Perforated Pattern, PVC Coated, No Umbrella Holes Mfr: MytCoat, or accepted equal (Contact: Glen Wurster glen@playgroundpros.com 916-923-2180) Color: As selected by the City; Install: In-ground	PK-24 / LS1.6
	S-105 Picnic Table ADA Accessible Model: TRT08-A-10-001, 8-foot, Perforated Pattern, PVC Coated, No Umbrella Holes Mfr: MytCoat, or acceptable equal Color: As selected by the City; Install: In-ground	PK-24 / LS1.6
	S-106 Drinking Fountain Model: 1014SSM, dual bowl with bottle filler and recessed hose bibb and lock door, powder coated. Do not include Zurn drain. Mfr: Most Dependable Fountains, or accepted equal Color: As selected by the City; Install: Surface mount, with stainless steel carrier	PK-23 / LS1.6
	S-107 Trash Receptacle Model: Urbanscape - "FG Style" 32 Gallon Receptacle with Solid Dome Top Mfr: Wabash Valley, or accepted equal Color: As selected by the City; Install: Surface Mount	1 / LS1.6
	S-108 Flexible Bollard: per City of Roseville Parks Department Standards	2 / LS1.6
	S-109 Bike Rack: Model: Opal Mount: Embed in concrete Color: As selected by the City Mfr: Madrax 608-849-1080 or sales@madrax.com	1 / LS1.7
	S-110 Recycled Water Sign: per City of Roseville Environmental Utilities Dept Standards	RW-9 / LI1.5
SYMBOL	PLANTING AREA TYPE	REFERENCE
PA	'Planting Area'	See Planting Plans; Sheets LP1.0 - LP1.4
TURF PA	'Turf Planting Area'	See Planting Plans; Sheets LP1.0 - LP1.4
LID	'Low Impact Development' Biotreatment Area	See Planting Plans; Sheets LP1.0 - LP1.4

OMIT

(Omitted 12/15/23)

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

CITY OF
ROSEVILLE
CALIFORNIA

Parks, Recreation
& Libraries

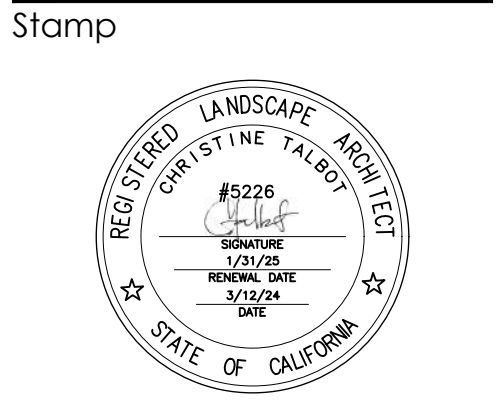
CWJ - 500100
EN - 24-0029
BD -

JOHN BYOUK PARK (JM-50)

100% Construction Documents

APN 498-010-030-000

4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747



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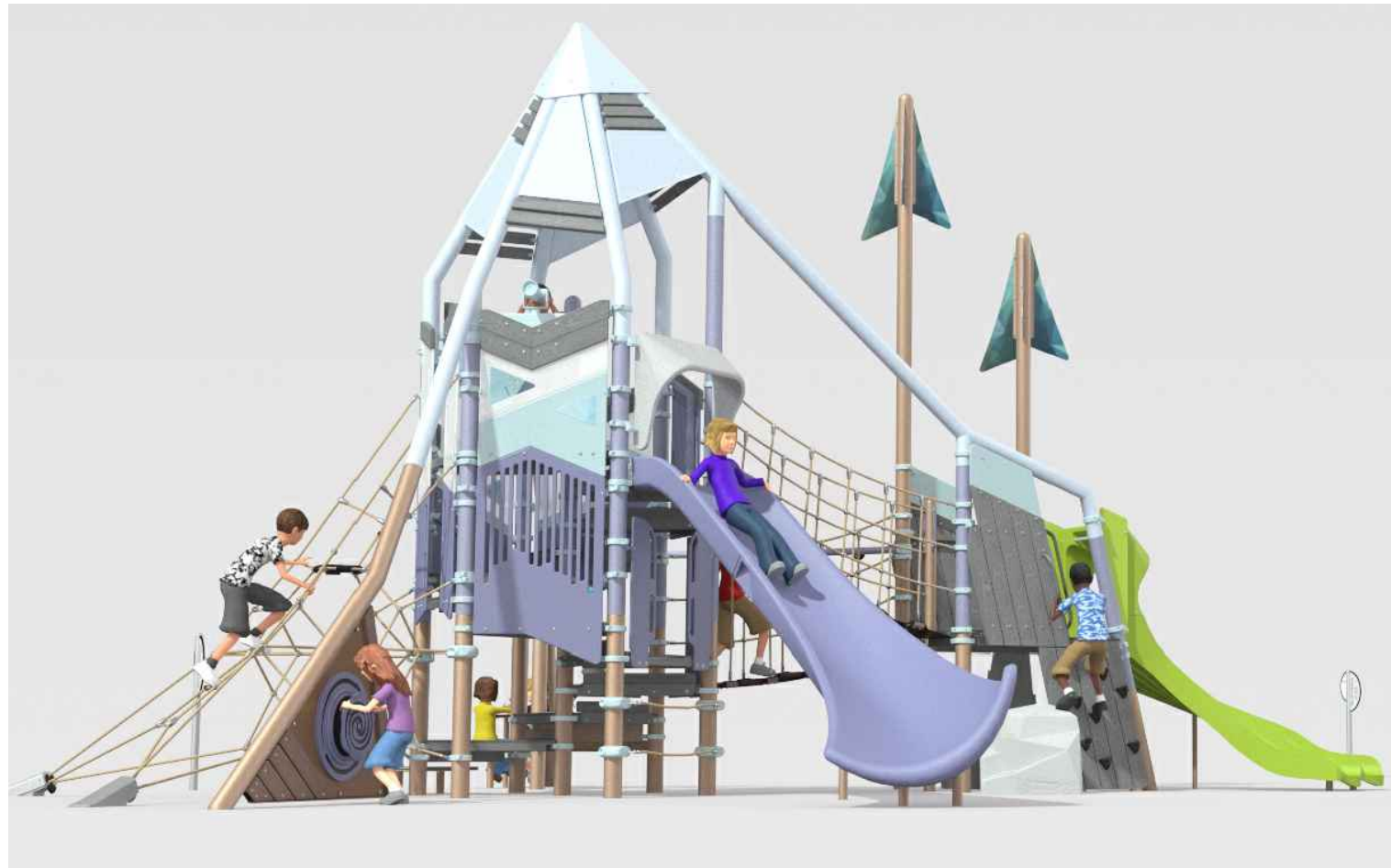
Issuances & Revisions

No.	Description	Date

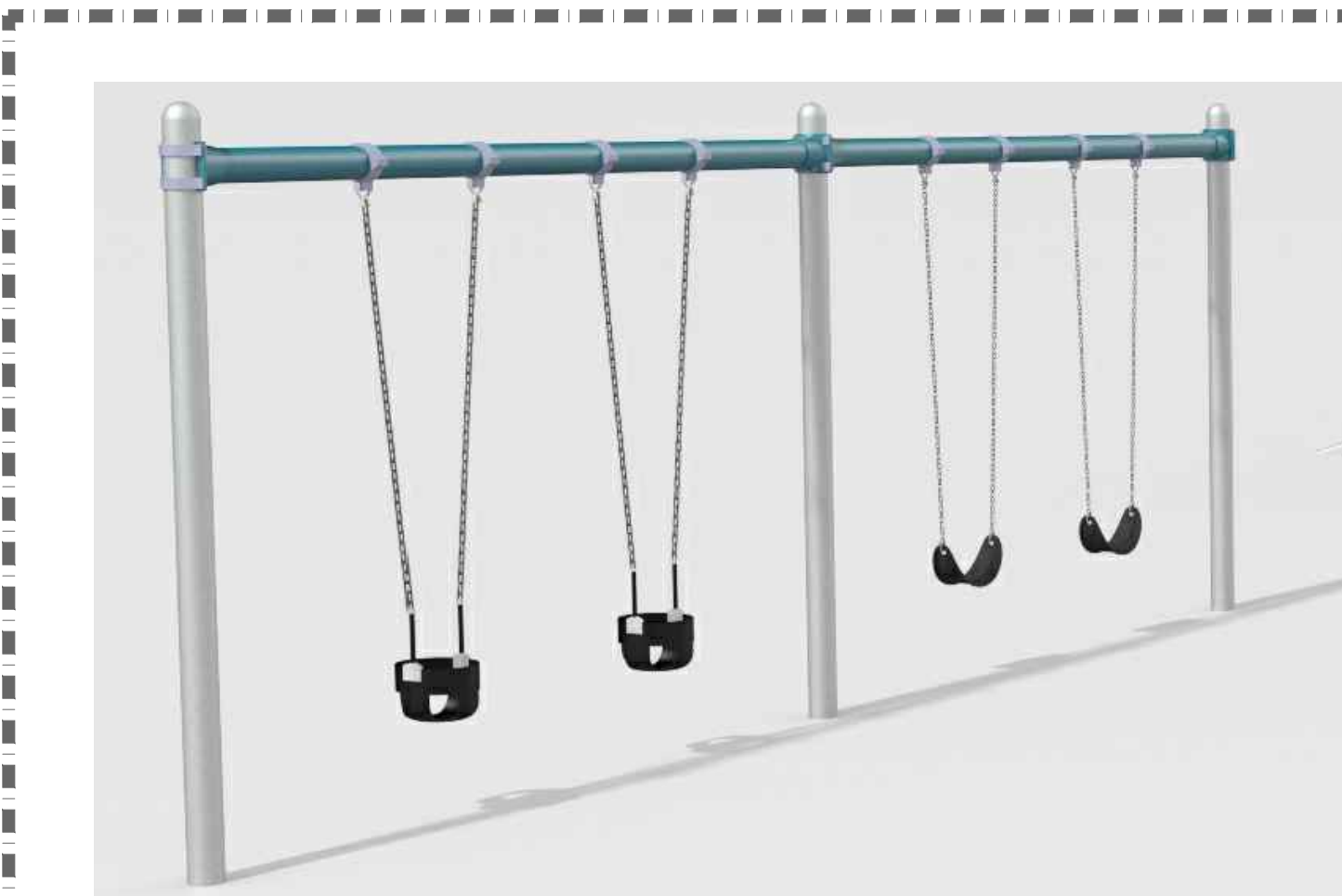
Key Plan/Consultant Stamp

City of Roseville Approval

PLAY EQUIPMENT - LANDSCAPE STRUCTURES

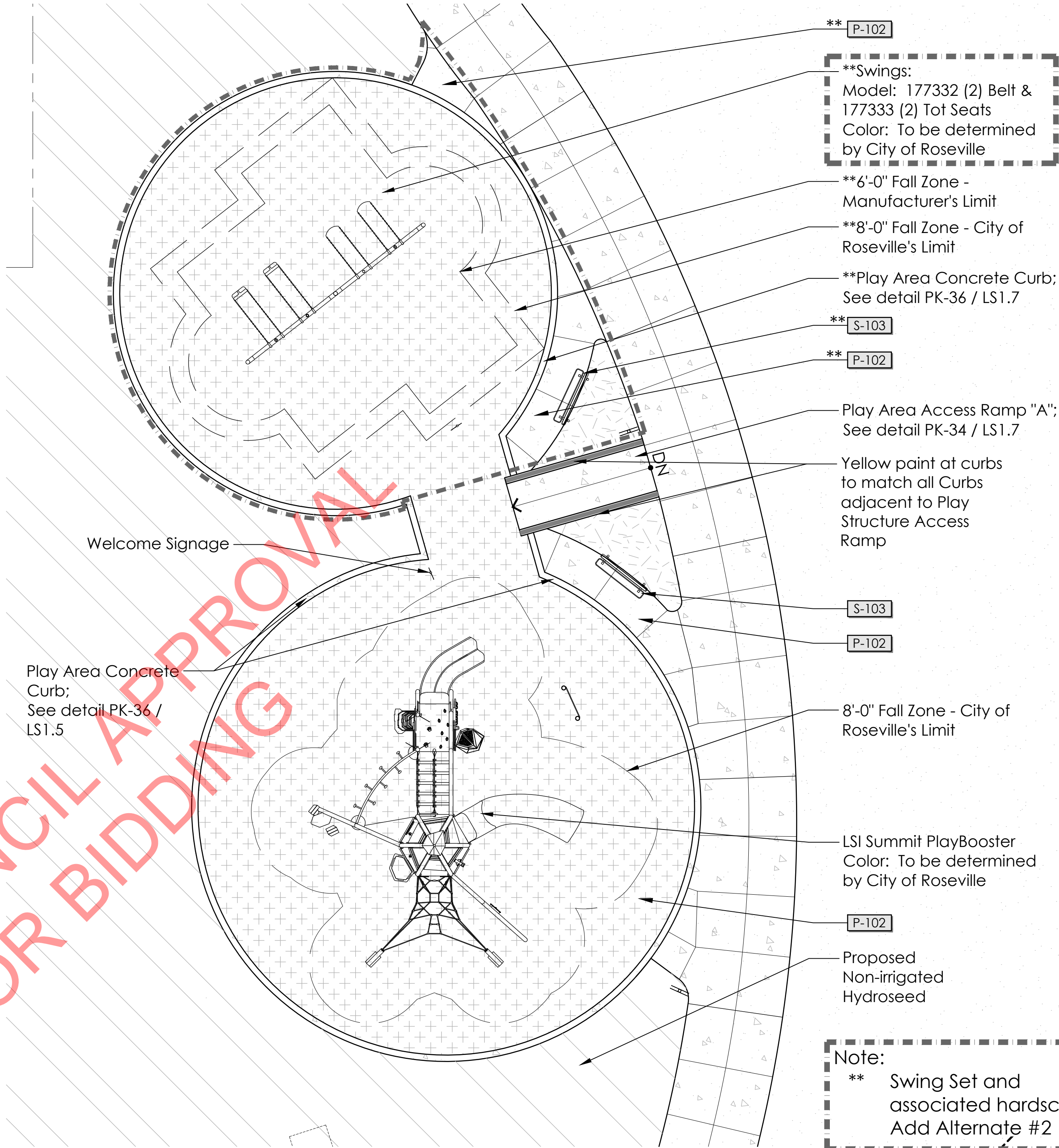


LSI Summit PlayBooster
Age Range: (5-12 YEARS)
Max Fall Height: 84 INCHES
Color: To be determined by City of Roseville Parks Department



Swing** (Add Alternate)
Model #: 177332 (2) Belt & 177333 (2) Tot Seats
Color: To be determined by City of Roseville Parks Department

LANDSCAPE STRUCTURES
Contact: Eric Jones, Ross Recreation
Ph: 916.584.0137 Email: ericj@rossrec.com



ENLARGED PLAY EQUIPMENT PLAN

****Swings:**
Model: 177332 (2) Belt & 177333 (2) Tot Seats
Color: To be determined by City of Roseville

****6'-0" Fall Zone -** Manufacturer's Limit
****8'-0" Fall Zone -** City of Roseville's Limit
****Play Area Concrete Curb;** See detail PK-36 / LS1.7

****S-103**
****P-102**
Play Area Access Ramp "A"; See detail PK-34 / LS1.7
Yellow paint at curbs to match all Curbs adjacent to Play Structure Access Ramp

****S-103**
****P-102**
8'-0" Fall Zone - City of Roseville's Limit

****S-103**
****P-102**
LSI Summit PlayBooster Color: To be determined by City of Roseville

****P-102**
Proposed Non-irrigated Hydroseed

Note:
**** Swing Set and associated hardscape is Add Alternate #2**

Note:
**** Swing Set and associated hardscape is Add Alternate #2**

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Stamp



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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp

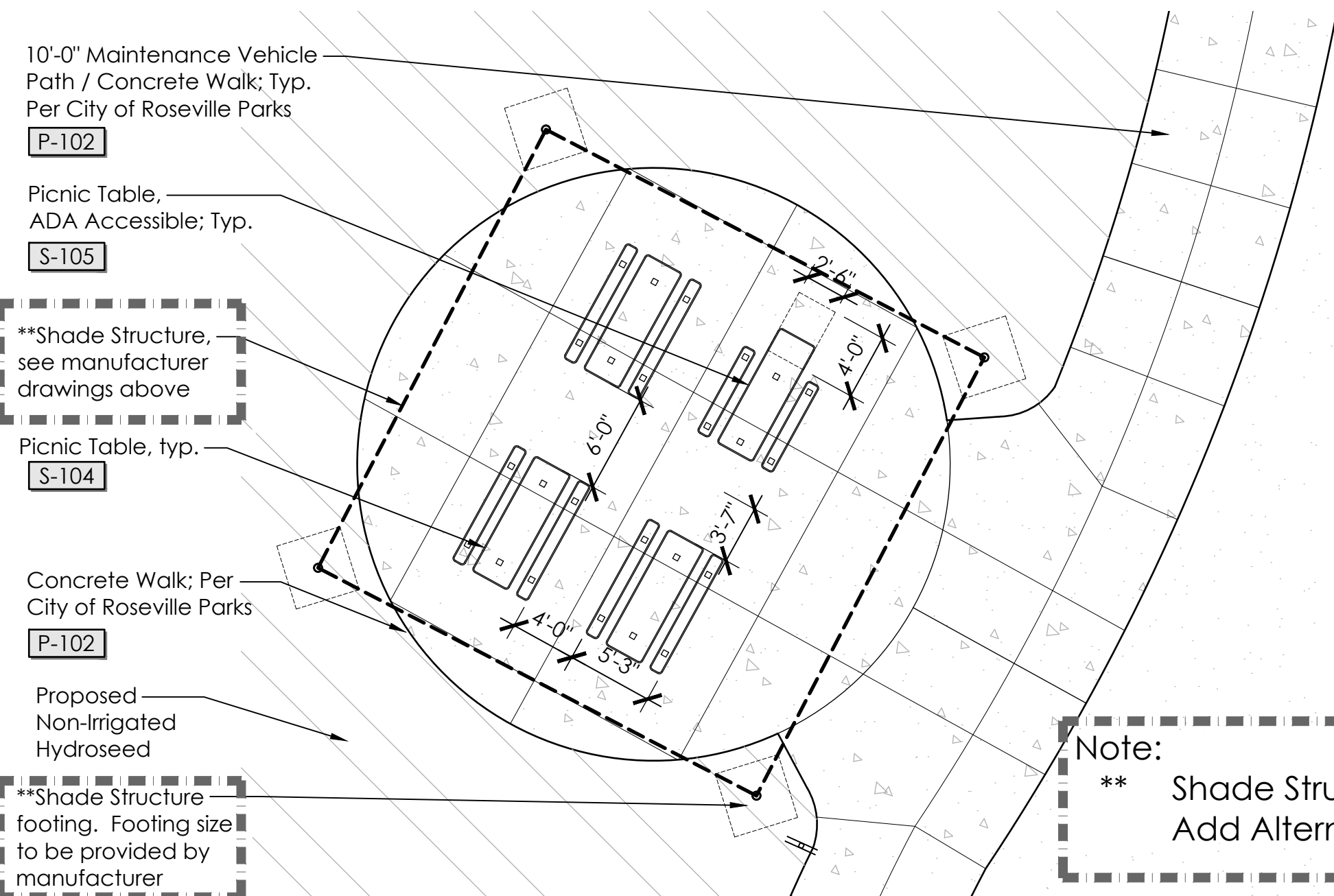
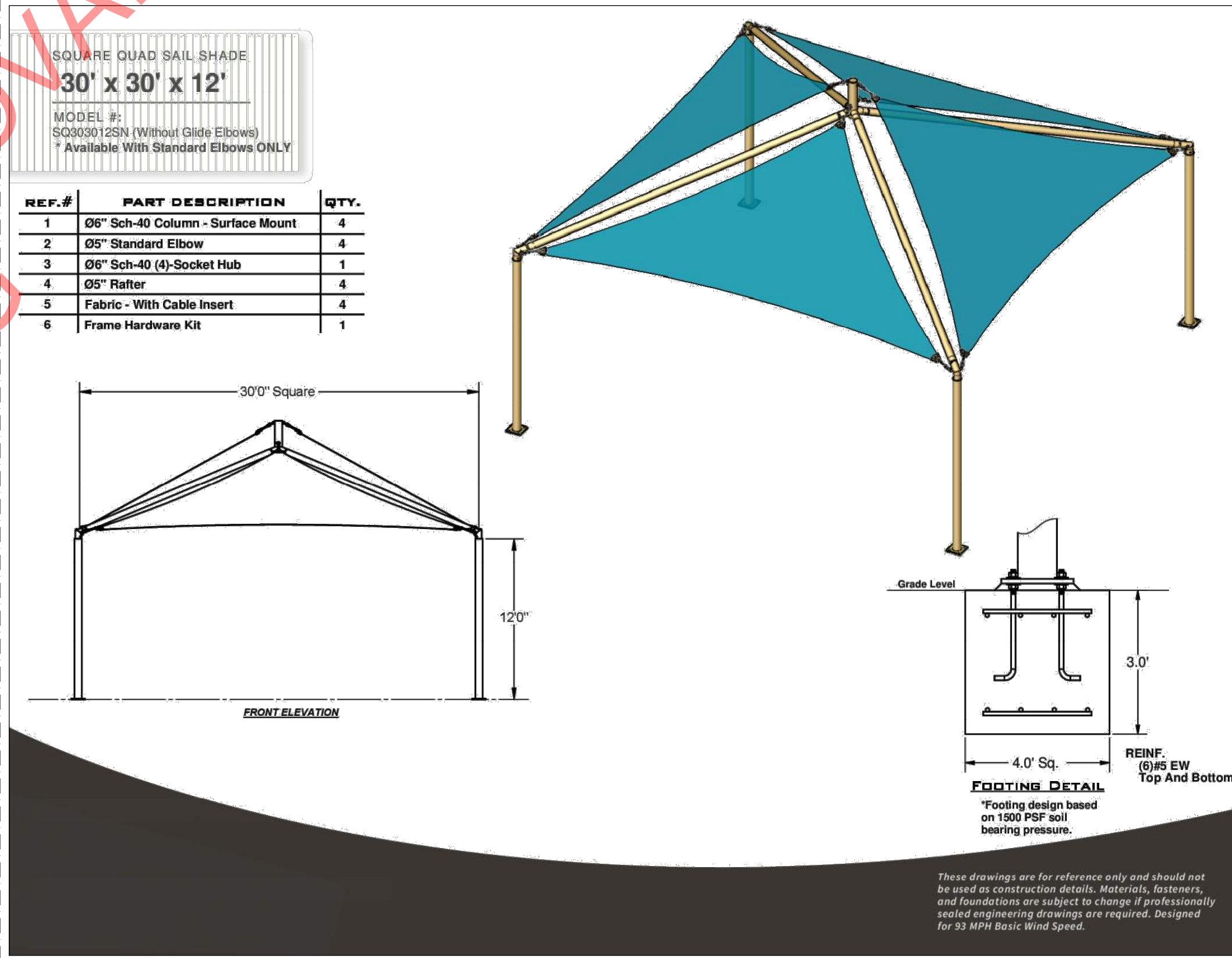
City of Roseville Approval

**SHADE STRUCTURE
ENLARGEMENT &
MANUFACTURER'S
DRAWINGS**

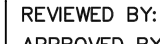
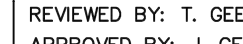
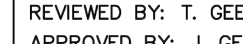
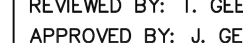
Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

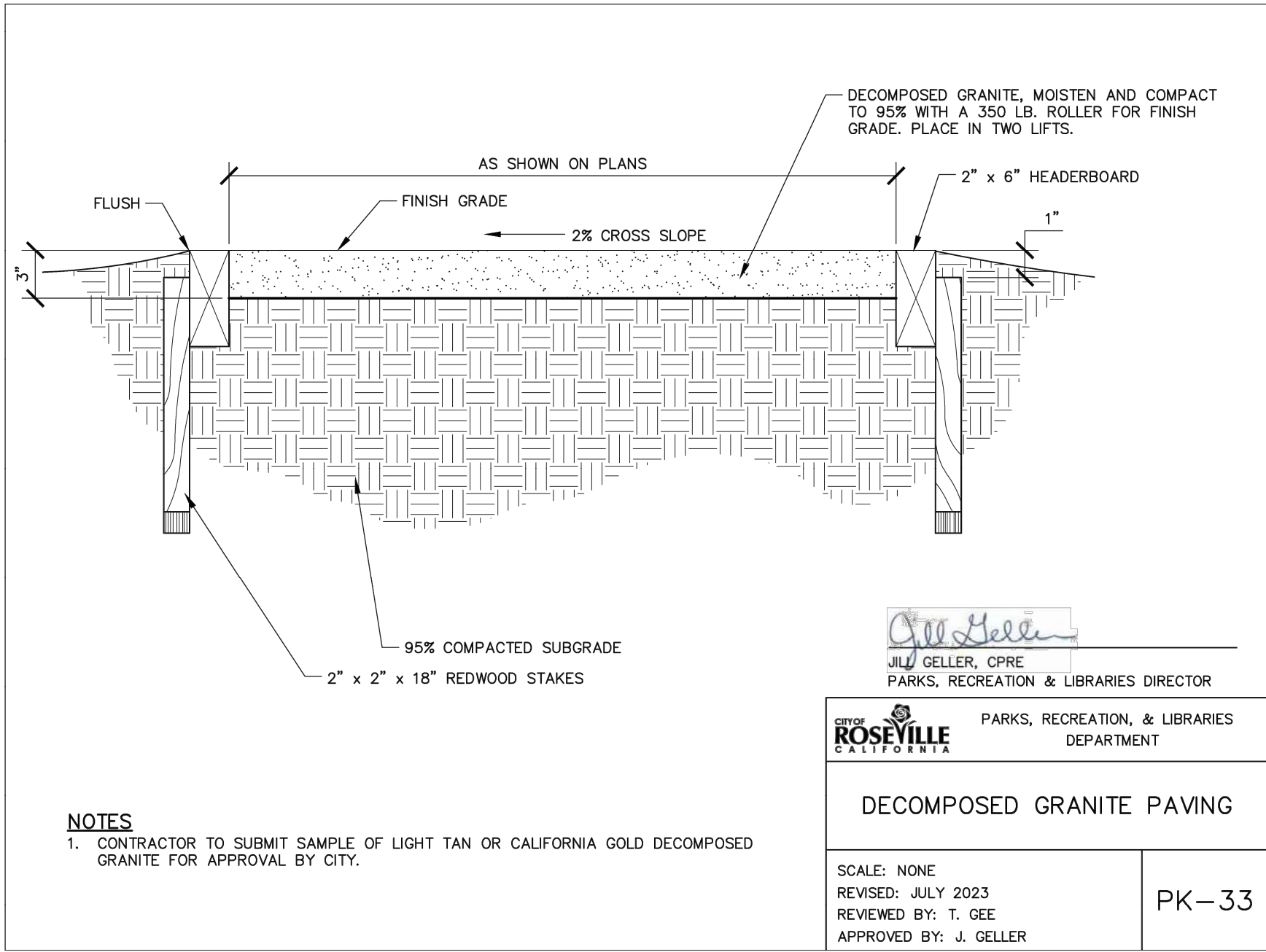
LS1.5

***DEFERRED SUBMITTAL -**
Shade Structure manufacturer drawings
and footing information

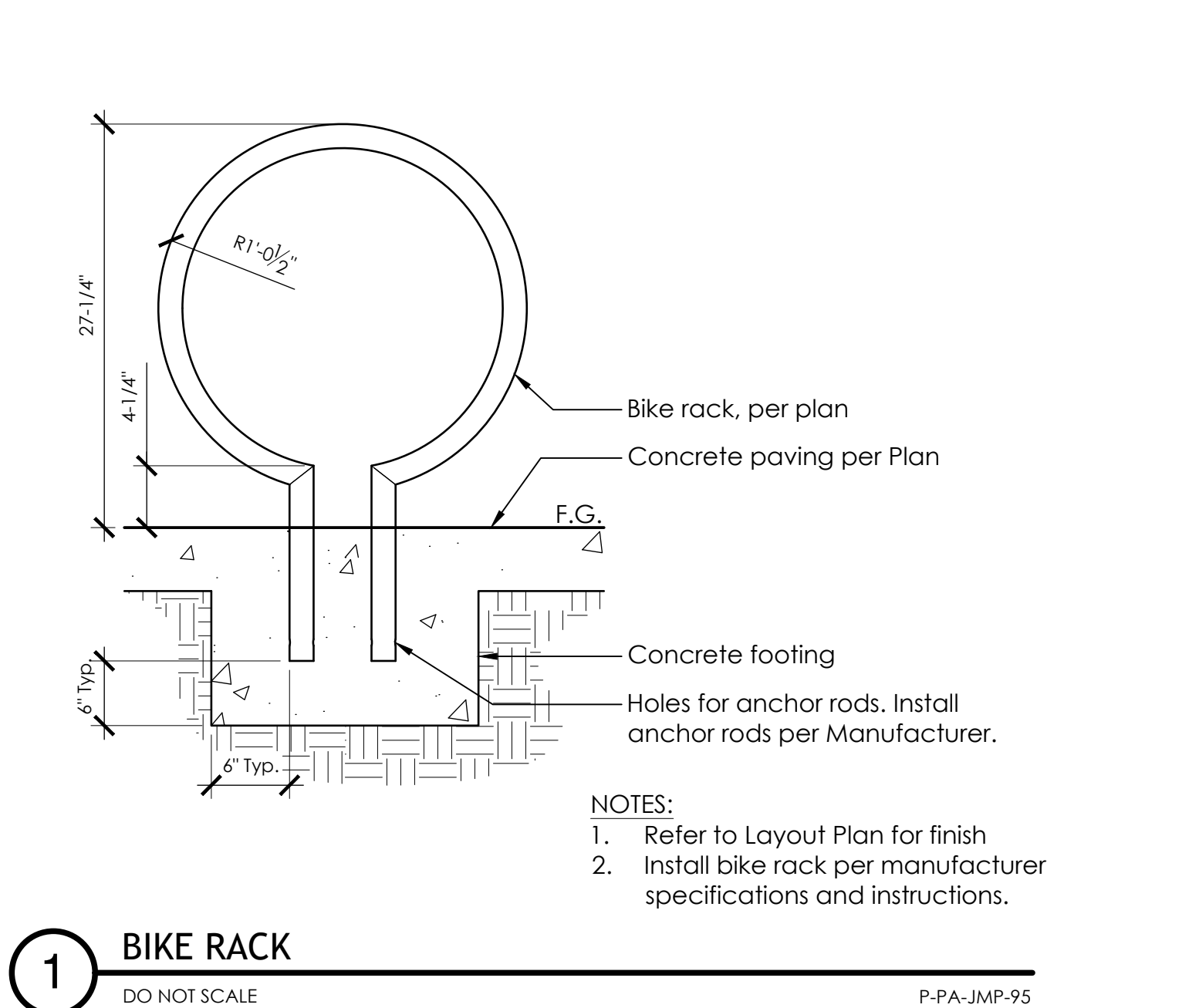
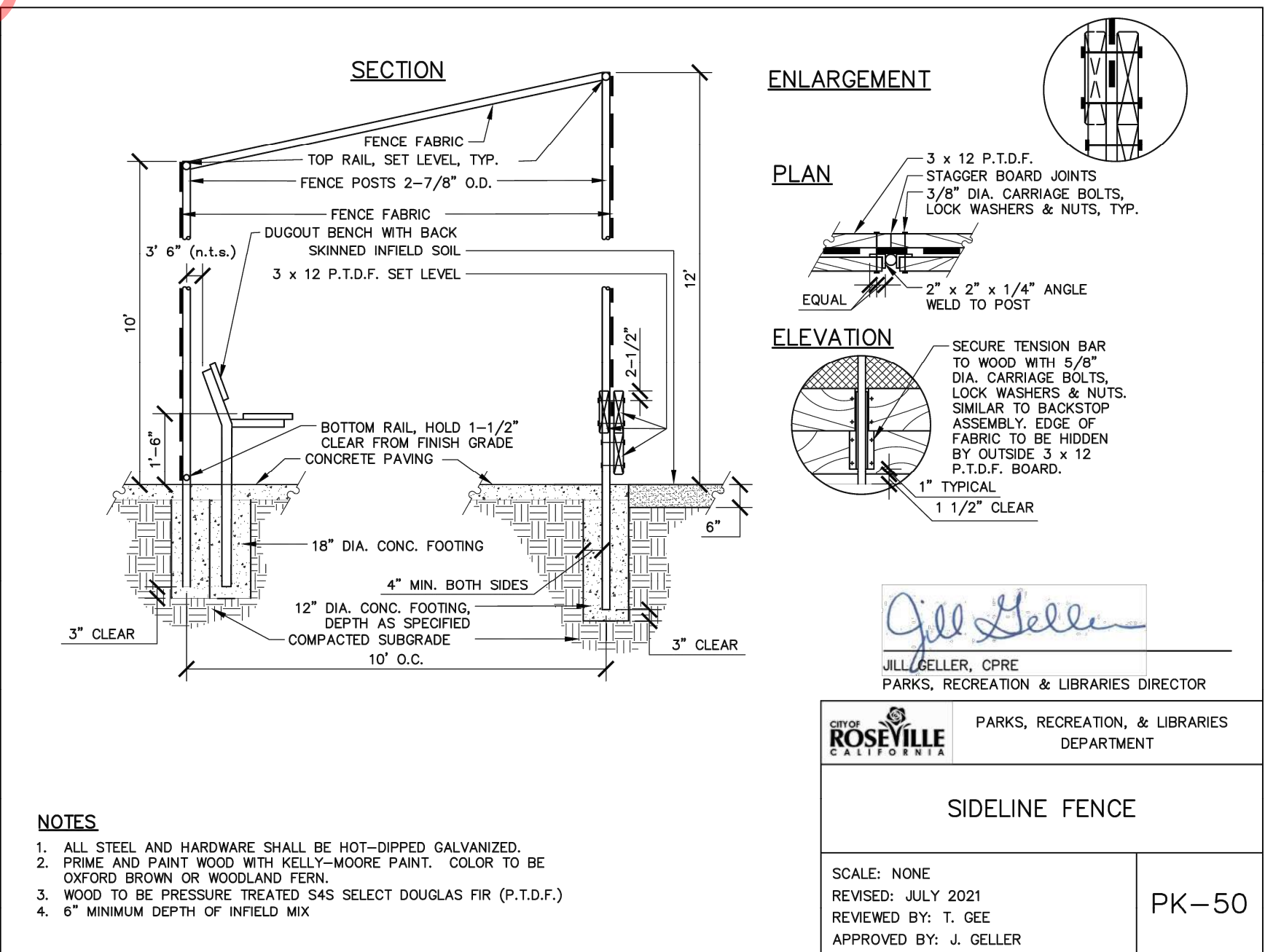
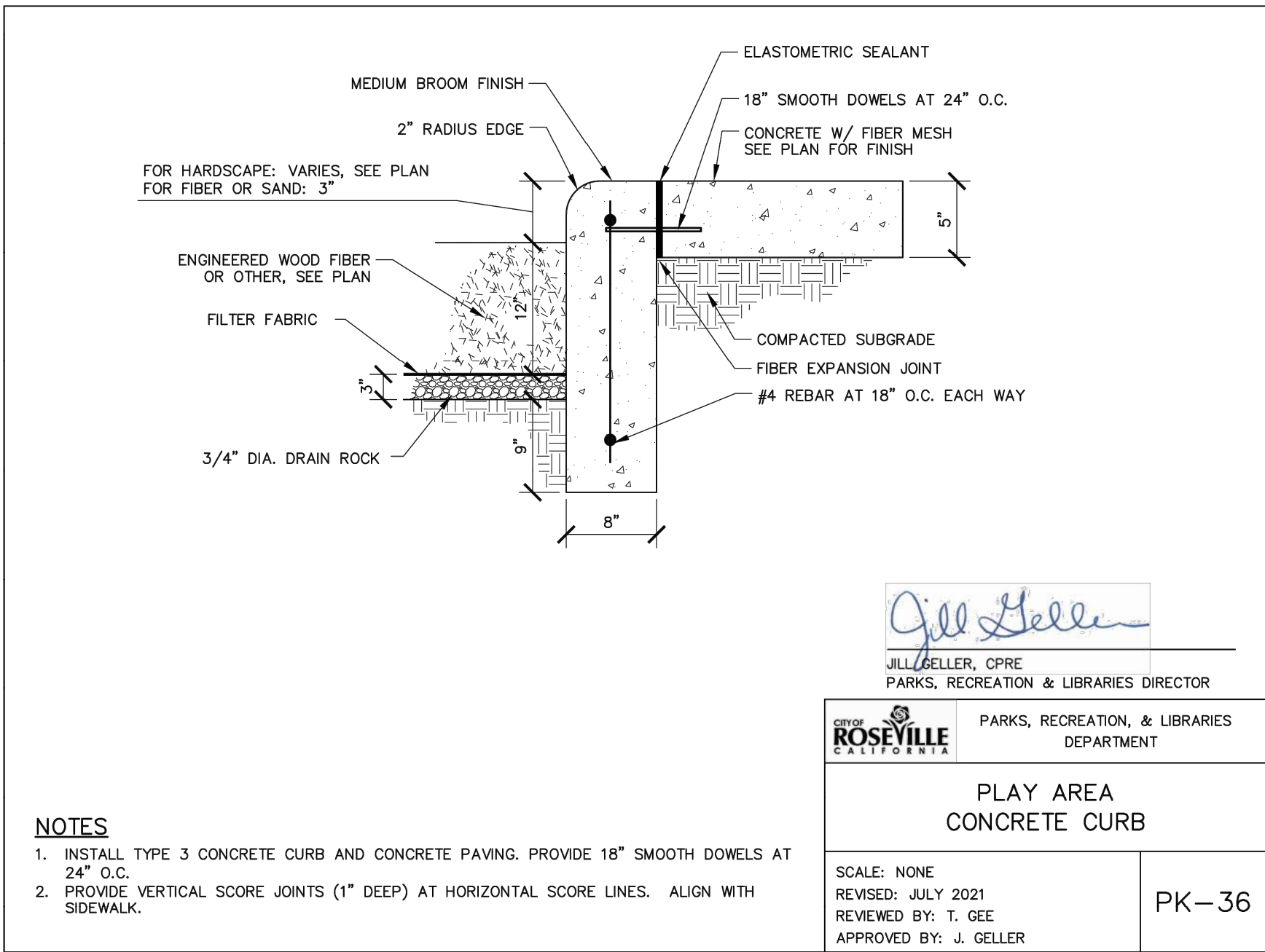
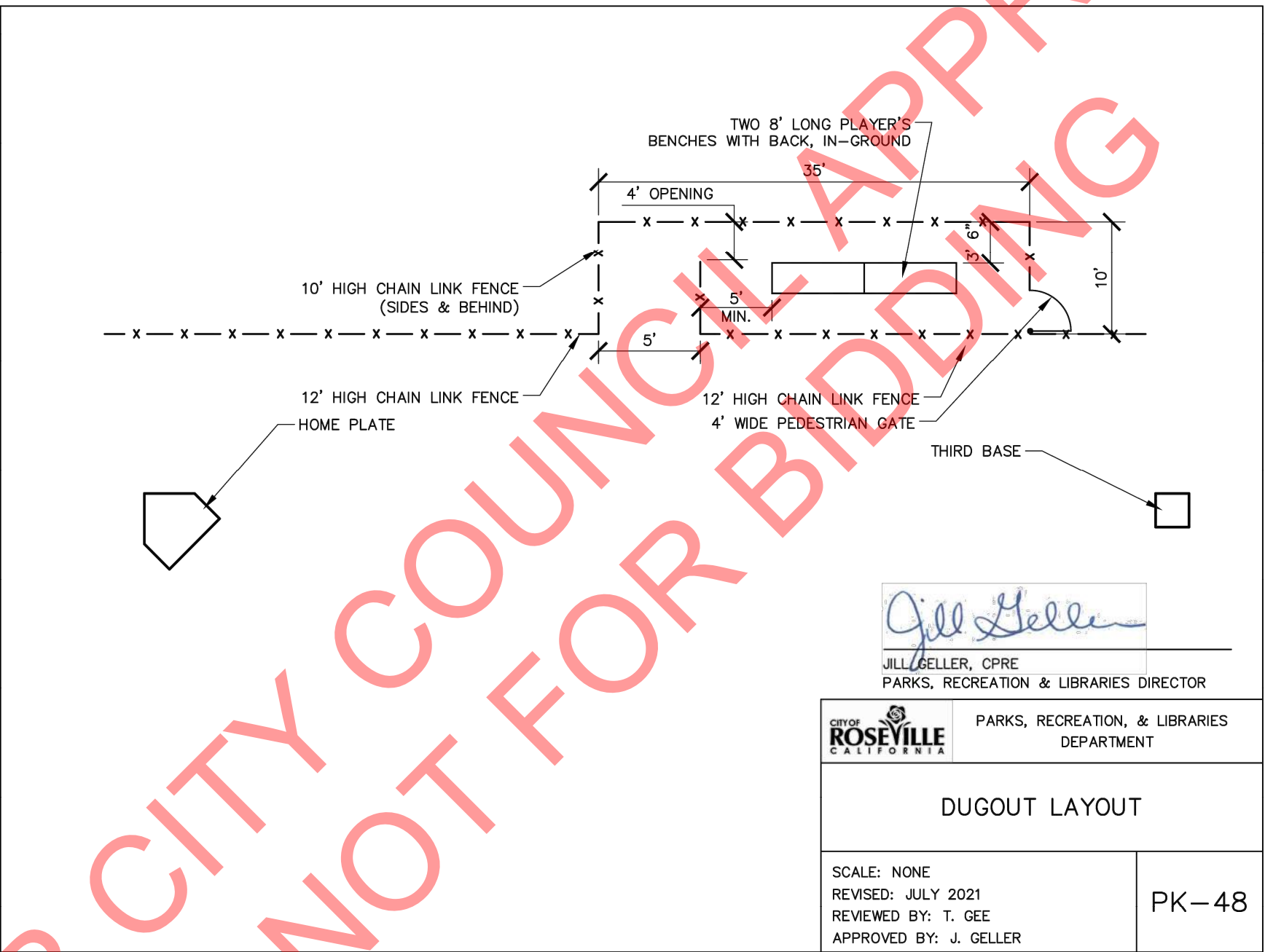
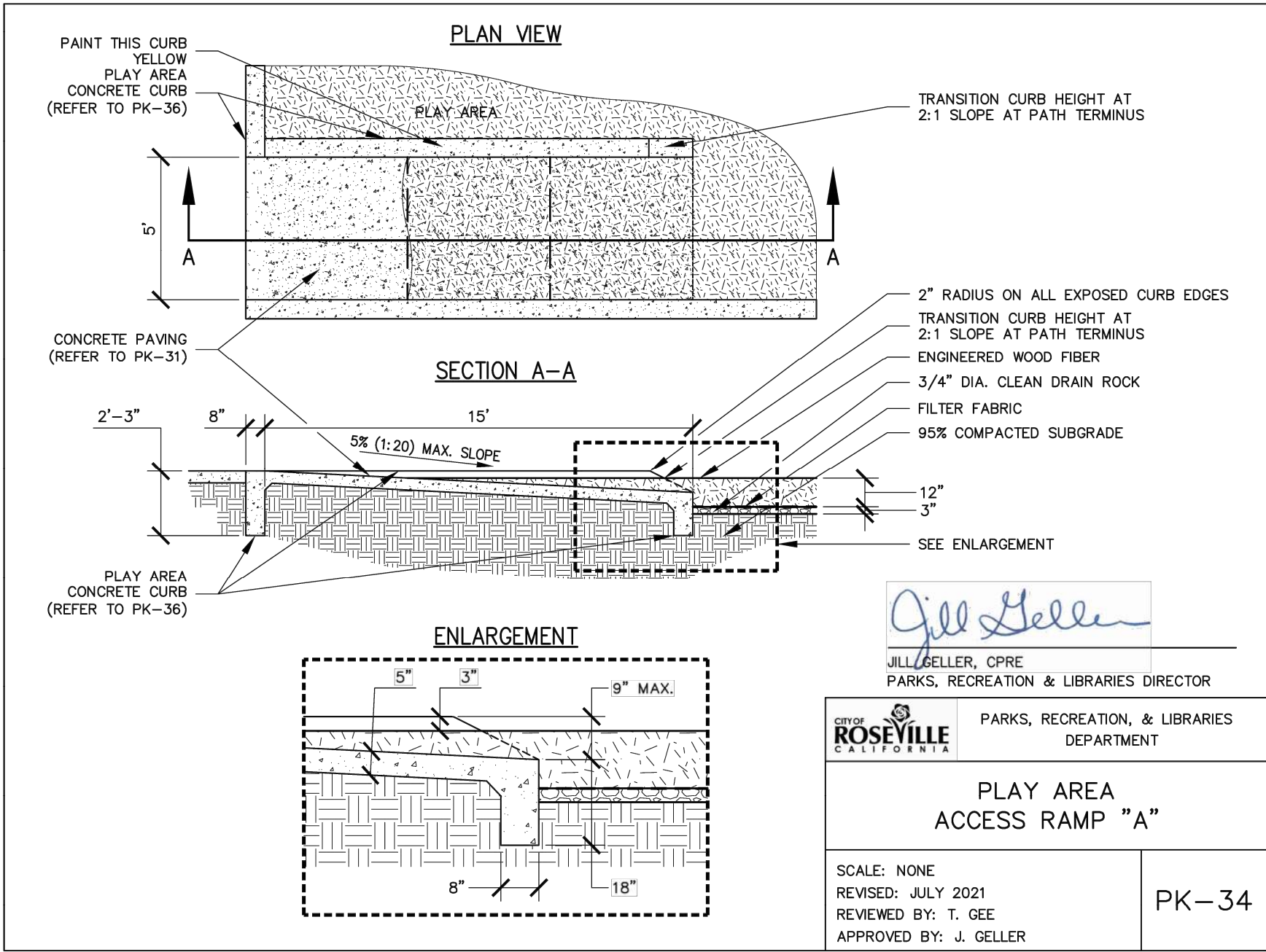
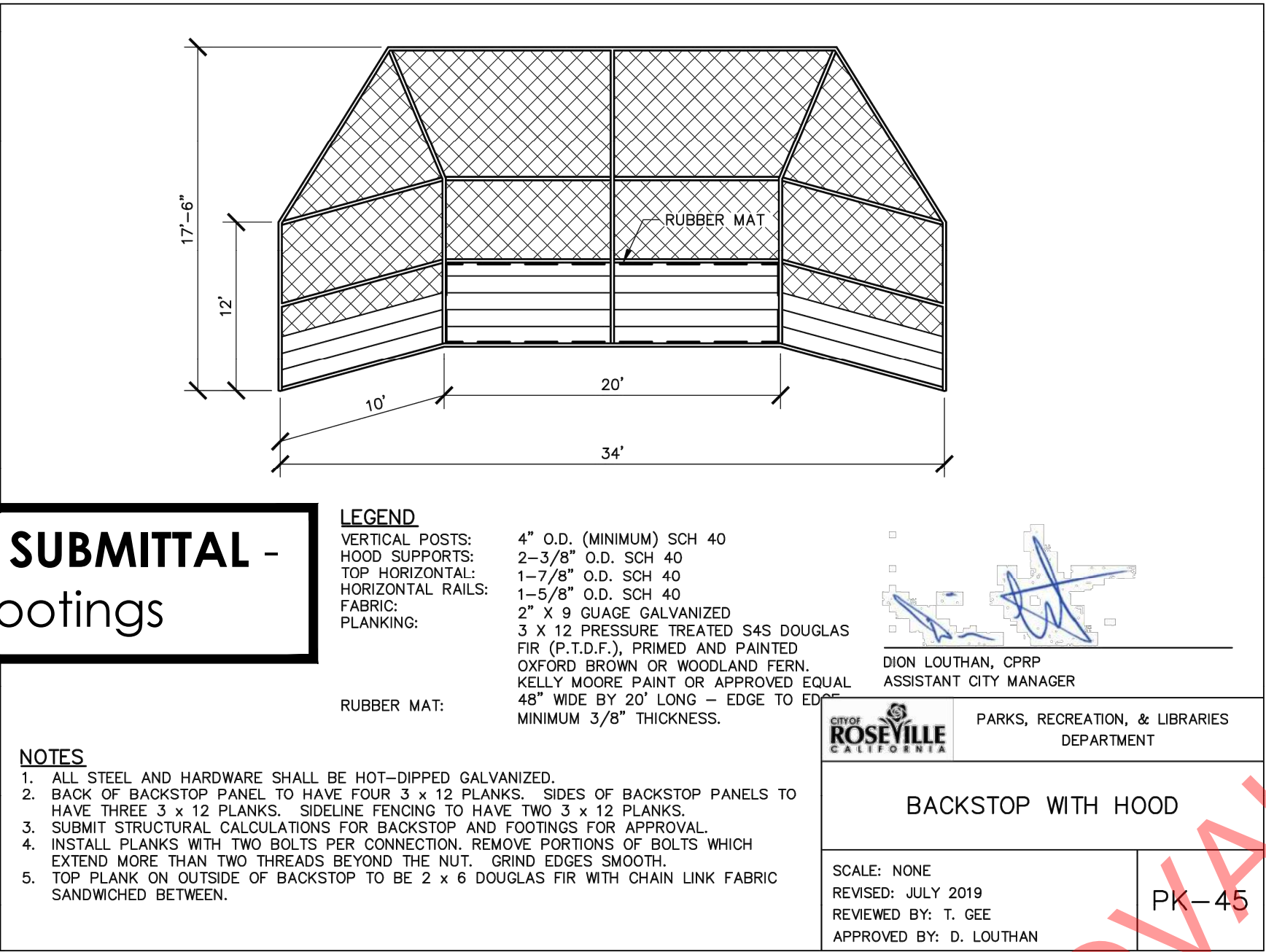


ENLARGED SHADE STRUCTURE PLAN

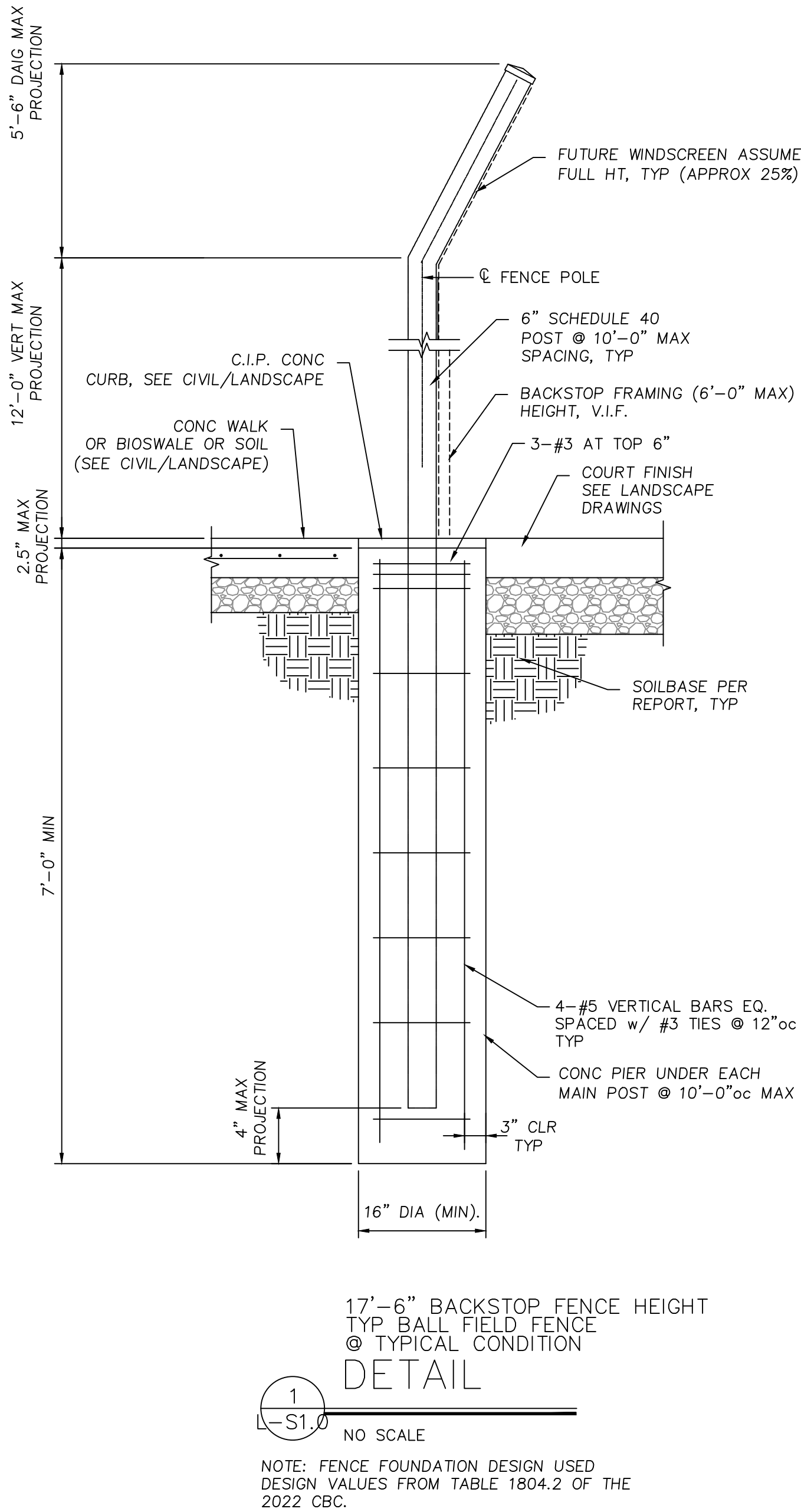




***DEFERRED SUBMITTAL -
Backstop footings**



No.	Description	Date



STRUCTURAL ABBREVIATIONS

⊙	AT	HDR	HEADER
AB	ANCHOR BOLTS	HK	HOOK
ABV	ABOVE	HORIZ	HORIZONTAL
AC	ASPHALTIC CONCRETE	HS	SEE HAS
ADDNL	ADDITIONAL	HSB	HIGH STRENGTH BOLT
AFF	ABOVE FINISH FLOOR	ID	INSIDE DIAMETER
AGG	AGGREGATE	IN (")	INCH
ALT	ALTERNATE	INT	INTERIOR
ALUM	ALUMINUM	JST	JOIST
APPROX	APPROXIMATE	JT	JOINT
ARCH	ARCHITECTURAL	LLH	LONG LEG HORIZONTAL
BN	BOUNDARY NAILING	LLV	LONG LEG VERTICAL
BLW	BELOW	LONG	LONGITUDINAL
BEV	BEVELED	LS	LAG SCREW
BLDG	BUILDING	LT WT	LIGHT WEIGHT
BLK	BLOCK	LG	LONG
BLKG	BLOCKING	L.W.C.	LIGHT WEIGHT CONCRETE
BM	BEAM	MAX	MAXIMUM
BCC	BOTTOM OF CONCRETE	MB	MACHINE BOLT
BOF	BOTTOM OF FOOTING	M.C.J.	MASONRY CONTROL JOINT
BOTT	BOTTOM	MECH	MECHANICAL
BRCG	BRACING	MEZZ	MEZZANINE
BRG	BEARING	M.I.	MALLEABLE IRON
BRG PL	BEARING PLATE	MISC	MISCELLANEOUS
BTW	BETWEEN	MIW	MALLEABLE IRON WASHER
CC	CENTER TO CENTER	MFR	MANUFACTURER
CIP	CAST IN PLACE	MRD	METAL ROOF DECK
CJ	CONSTRUCTION JOINT	MTL	METAL
CTR	CENTER	NIC	NOT IN CONTRACT
CL	CENTER LINE	NO	NUMBER
CLG	CEILING	NOM	NOMINAL
CLR	CLEAR	NSG	NON-SHRINK GROUT
CMU	CONCRETE MASONRY UNIT	NTS	NOT TO SCALE
COL	COLUMN	ON	ON CENTER
CONC	CONCRETE	OUTSIDE	OUTSIDE DIAMETER
CONN	CONNECTION	OJ	OPEN WEB METAL JOIST
CONSTR JT	CONSTRUCTION JOINT	OPG	OPENING
CONT	CONTINUOUS	OPH	OPPOSITE HAND
DBL	DOUBLE	PCC	PRECAST CONCRETE
DEPR	DEPRESSED	PC	PIECE
DF	DOUGLAS FIR	PERP	PERPENDICULAR
DIA	DIAMETER	PL	PLATE
DIAG	DIAGONAL	PLWD	PLYWOOD
DIM	DIMENSION	PN	PERIMETER NAILING
DN	DOWN	PSF	POUNDS PER SQUARE FOOT
DWG	DRAWING	PSI	POUNDS PER SQUARE INCH
EA	EACH	PT	POINT
EF	EACH FACE	R	RADIUS
EN	EDGE FASTENER	REINF	REINFORCING
EW	EACH WAY	REQ	REQUIRED
EW EF	EACH WAY EACH FACE	SAD	SEE ARCHITECTURAL DRAWINGS
EJ	EXPANSION JOINT	SHTHG	SHEATHING
EL	ELEVATION	SM	SIMILAR
EOS	EDGE OF SLAB	SLH	SHORT LEG HORIZONTAL
EQ	EQUAL	SLV	SHORT LEG VERTICAL
EXP B	EXPANSION BOLT	SM	SHEET METAL
EXT	EXTERIOR	SOG	SLAB ON GRADE
FAB	FABRICATE	SQ	SQUARE
FD	FLOOR DRAIN	SP	STRUCTURAL PANEL
FF	FINISH FLOOR	STAG	STAGGER
FFE	FINISH FLOOR ELEVATION	STD	STANDARD
FG	FINISH GRADE	STIFF	STIFFENER
FHWS	FLAT HEAD WOOD SCREW	STL	STEEL
FLG	FLANGE	STRUC	STRUCTURAL
FN	FIELD FASTENER	SYM	SYMMETRICAL
FND	FOUNDATION	T24	TITLE 24 CALIFORNIA CODE
FOC	FACE OF CONCRETE	THRD	THREADED
FOM	FACE OF MASONRY	THK	THICK
FOS	FACE OF STUD	TOC	TOP OF CONCRETE
FT (')	FOOT/FEET	TOF	TOP OF FOOTING
FTG	FOOTING	T.O.SLAB	TOP OF SLAB
GA	GAUGE	TOS	TOP OF STEEL
GALV	GALVANIZED	TOW	TOP OF WALL
GL	GLUE LAMINATED LUMBER	TRANS	TRANSVERSE
GT	GROUT	TUBE	TUBE STEEL
GWB	GYPSON WALL BOARD	TYP	TYPICAL
HAS	HEADED ANCHOR STUD	T&B	TOP AND BOTTOM
HC	HANDICAP	UNO	UNLESS NOTED OTHERWISE
		WNF	WELDED WIRE FABRIC

CONCRETE AND REINFORCING STEEL

- CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 318-19 AND 2022 CALIFORNIA BUILDING CODE.
- THE MINIMUM 28 DAY STRENGTH SHALL BE AS FOLLOWS:
SLABS ON GRADE 150 PCF, $F'_c = 3000$ PSI
FOUNDATIONS 150 PCF, $F'_c = 3000$ PSI
- CEMENT SHALL CONFORM TO ASTM C-150, TYPE I OR II.
- CONCRETE AGGREGATES: NATURAL SAND AND ROCK AGGREGATES SHALL CONFORM TO ASTM C-33.
- REINFORCING SHALL CONFORM TO ASTM A615 - GRADE 60 INCLUDING SUPPLEMENTARY REQUIREMENTS $S_t, F_y = 60$ KSI.
- WELDING OF REINFORCING STEEL SHALL CONFORM TO ANSI / AWS D1.4-(LATEST EDITION) USING PROPER LOW HYDROGEN ELECTRODES. TACK WELDING TO REBAR IS STRICTLY PROHIBITED. SEE REBAR WELDING NOTE BELOW.
- REINFORCING STEEL SHALL BE DETAILED, FABRICATED, AND INSTALLED ACCORDING TO "MANUAL OF STANDARD PRACTICE OF REINFORCED CONCRETE CONSTRUCTION" BY THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI).
- WIRE FABRIC SHALL CONFORM TO ASTM A185.
- DIMENSIONS SHOWN FOR LOCATION OF REINFORCING ARE TO THE FACE OF MAIN BARS AND DENOTE CLEAR COVERAGE. CONCRETE COVERAGE SHALL BE AS FOLLOWS, UNO ON DRAWINGS:
CONCRETE DEPOSITED DIRECTLY AGAINST GROUND (EXCEPT SLABS)
CONCRETE EXPOSED TO GROUND BUT PLACED IN FORMS 3"
SLABS (ON GROUND) 2"
POSITION IN CENTER OF SLAB
- A) ALL BARS SHALL HAVE A CLASS B MINIMUM LAP UNLESS OTHERWISE NOTED. SEE TABLE "REINFORCEMENT LAP SPLICES" ON THIS SHEET.
B) SPLICES IN ADJACENT BARS SHALL BE NOT LESS THAN 5'-0" APART.
C) DOWEL ALL VERTICAL REINFORCING IN WALLS AND COLUMNS FROM FOUNDATION WITH THE SAME SIZE REINFORCING.
- GENERAL:
A) NO PIPES OR DUCT SHALL BE PLACED IN CONCRETE SLABS OR WALLS UNLESS SPECIFICALLY DETAILED.
B) REFER TO ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS FOR ALL MOULDS, GROOVES, ORNAMENTS, CLIPS AND GROUNDS TO BE CAST IN CONCRETE.
- CONSTRUCTION JOINTS SHALL BE MADE ROUGH AND ALL LAITANCE REMOVED FROM THE SURFACE. CONCRETE MAY BE ROUGHENED BY CHIPPING THE ENTIRE SURFACE, SANDBLASTING, OR HOISING THE SURFACE 4 TO 6 HOURS AFTER THE POUR WITH A FINE SPRAY.
- REMOVE ALL DEBRIS FROM THE FORMS BEFORE PLACING ANY CONCRETE.
- REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED BEFORE PLACING CONCRETE. OBTAIN APPROVAL OF ALL AFFECTED TRADES PRIOR TO PLACING CONCRETE.
- NO WOOD SPREADERS ALLOWED. NO WOOD STAKES ALLOWED IN AREAS TO BE CONCRETED.
- WELDED WIRE FABRIC SHALL BE LAP SPLICED TWO SQUARES MIN, EACH DIRECTION.
- NOTIFY THE STRUCTURAL ENGINEER 48 HOURS PRIOR TO PLACING CONCRETE.

REINFORCEMENT LAP SPLICE LENGTHS (IN INCHES)

F'C = 3000 PSI AT 28 DAYS										
SPLICE CLASS	REINF LOCATION	REINFORCEMENT SIZE (GR60, UNO)								
		#3	#4	#5	#6	#7	#8	#9	#10	#11
A	TOP	21	28	37	46	63	82	104	132	162
	BOTTOM	18	22	27	35	48	63	80	102	125
B	TOP	27	36	45	60	82	107	135	172	210
	BOTTOM	21	20	37	46	63	82	104	132	162

TOP REINFORCING IS HORIZONTAL REINFORCEMENT THAT HAS MORE THAN TWELVE INCHES OF CONCRETE PLACED BELOW IT.

LAP SPLICE LENGTHS ABOVE ARE BASED ON CRSI CATEGORY 3.

WHERE CENTER TO CENTER SPACING BETWEEN BARS BEING LAP SPLICED IS LESS THAN OR EQUAL TO 3 BAR DIAMETERS OR CLEAR BAR COVER IS LESS THAN OR EQUAL TO 1 BAR DIAMETER, INCREASE LAP SPLICE LENGTH 45% (CRSI CATEGORY 1).

ALL REBAR TO BE WELDED SHALL BE CONTINUOUSLY INSPECTED BY A QUALIFIED LABORATORY.

GENERAL NOTES:

- CONSTRUCTION SHALL CONFORM TO THE 2022 CALIFORNIA BUILDING CODE AND CITY OF ROSEVILLE ORDINANCE, LATEST EDITION.
- NOTES AND DETAILS ON TYPICAL SHEETS SHALL APPLY UNLESS OTHERWISE SHOWN OR NOTED ON PLANS.
- DETAILS OF CONSTRUCTION NOT FULLY SHOWN SHALL BE OF THE SAME NATURE AS SHOWN FOR A SIMILAR CONDITION.
- PRIOR TO FABRICATION, SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW BY THE STRUCTURAL ENGINEER ON ALL REINFORCING STEEL, STEEL FRAMING, AND CONCRETE MIX PROPORTIONS.
SHOP DRAWINGS: SHOP DRAWING SUBMITTALS PROCESSED BY THE ENGINEER ARE NOT CHANGE ORDERS AND THE PURPOSE OF SHOP DRAWING SUBMITTALS BY THE CONTRACTOR IS TO DEMONSTRATE TO THE ENGINEER THAT THE CONTRACTOR UNDERSTANDS THE DESIGN CONCEPT BY INDICATING WHICH MATERIAL HE INTENDS TO FURNISH AND INSTALL AND BY DETAILING THE FABRICATION AND INSTALLATION METHODS HE INTENDS TO USE.
- SAFETY NOTE:
A) IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE PERTINENT SECTIONS OF THE "CONSTRUCTION SAFETY ORDERS" ISSUED BY THE STATE OF CALIFORNIA, LATEST EDITION, AND ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
B) THE ARCHITECT, STRUCTURAL ENGINEER, AND THE OWNER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS.
C) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE DESIGN AND CONSTRUCTION OF ALL FORMS AND SHORING REQUIRED.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB.
- CONTRACTOR SHALL NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DRAWINGS OR DOCUMENTS. CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE BUILDING THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED WITH THE AFFECTED PARTIES.

DESIGN CRITERIA:

CODE	2022 CALIFORNIA BUILDING CODE
LIVE LOADS	
ADJ. WALK/DRIVE	40.0 PSF (UNREDUCIBLE)
LATERAL LOADS	
SEISMIC	WIND
NA	SIMPLIFIED DESIGN PROCEDURE
$S_s = 43.8\%$	$F_o = 1.449$
$S_1 = 22.1\%$	$F_v = 1.8$
SITE CLASS = D	OCCUP. CAT. = II
$I = 1.00$	SEISMIC DESIGN CAT. = D
	NA

FOUNDATIONS:

- FOUNDATION DESIGN IS BASED ON 2022 CALIFORNIA BUILDING CODE WITH AN ALLOWABLE BEARING PRESSURE OF 1500 PSF AND LATERAL PRESSURE OF 250 psf.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SHORE AND BRACE AS REQUIRED. SEE SAFETY NOTES FOR ADDITIONAL INFORMATION.
- ALL FOUNDATIONS ARE SHOWN AND DIMENSIONED AS BEING FORMED. FOUNDATIONS MAY BE PLACED IN NEAT EXCAVATIONS PROVIDED FOOTINGS ARE INCREASED 2" IN WIDTH.
- EXCAVATIONS SHALL BE CLEANED OF ALL DEBRIS AND LOOSE SOIL. STANDING WATER SHALL BE REMOVED PRIOR TO CONCRETE PLACEMENT.
- BOTTOMS OF ALL FOUNDATIONS SHALL BE LEVEL. CHANGES IN BOTTOM OF FOUNDATION ELEVATION SHALL BE MADE ACCORDING TO STEPPED FOOTING DETAILS.
- FOOTINGS SHALL BE CENTERED UNDER WALLS AND/OR COLUMNS UNLESS OTHERWISE INDICATED ON DRAWINGS.
- CONTRACTOR SHALL CHECK FOOTING FORMS TO VERIFY THAT THEY ARE SQUARE & PLUMB. THE CONTRACTOR SHALL ALSO VERIFY THAT ALL INSERTS & EMBEDS ARE IN THEIR CORRECT LOCATION & ORIENTATION PRIOR TO PLACING CONCRETE.
- NOTIFY THE STRUCTURAL ENGINEER 48 HOURS IN ADVANCE OF PLACING CONCRETE.

INSPECTION NOTES:

- GENERAL: IN ADDITION TO THE INSPECTIONS REQUIRED BY SECTION 108 OF THE 2022 CBC, THE OWNER SHALL EMPLOY AN CBC APPROVED SPECIAL INSPECTOR TO PERFORM SPECIAL INSPECTIONS & TESTS AS INDICATED IN THE SCHEDULE BELOW.
- INSPECTORS: ALL TESTS AND INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT INSPECTION AGENCY WHICH IS IN THE EMPLOYMENT OF THE OWNER.
- ALL SPECIAL INSPECTION & TESTING AGENCIES SHALL BE QUALIFIED PER ASTM E329 AND APPROVED BY CITY OF SACRAMENTO.
- PROVIDE INSPECTION REPORTS TO BUILDING DEPARTMENT, OWNER, ARCHITECT AND ENGINEER WITHIN TWO WEEKS OF PERFORMANCE INSPECTION OR TEST.
- REFER TO CHAPTER 17 OF THE CODE FOR OTHER REQUIRED SPECIAL INSPECTIONS AND TESTS NOT LISTED IN THE SCHEDULE BELOW.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SEE THAT THE TESTS AND INSPECTIONS ARE PERFORMED. JOB SITE VISITS BY THE STRUCTURAL ENGINEER DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR INSPECTIONS.
- WHERE THE CONTRACTOR CHOOSES TO USE OPTIONAL OR ALTERNATIVE MEANS OF FASTENING OR ANCHORING MATERIALS AS SHOWN ON THE PLANS AND DETAILS AND REQUIRES SPECIAL FIELD INSPECTION, SUCH AS FIELD WELDING, ADHESIVE OR EXPANSION ANCHORS, ETC. ALL ADDITIONAL SPECIAL INSPECTION AND TESTING COSTS SHALL BE PAID BY THE OWNER AND DEDUCTED FROM THE CONTRACT AMOUNT.

SPECIAL STRUCTURAL INSPECTION AND TESTING SCHEDULE:

SPECIAL STRUCTURAL T&I SCHEDULE.dwg

- CONCRETE
☒ CONTINUOUS PLACEMENT INSPECTION
☐ 4 CYLINDERS PER 150 CY
TEST: 1 @ 7 DAYS 2 @ 28 DAYS 1 HOLD
- BOLTS INSTALLED IN CONCRETE
☒ ALL BOLTS
- SPECIAL MOMENT-RESISTING CONCRETE FRAMES
☐ AS INDICATED
- REINFORCING STEEL AND PRESTRESSING TENDONS
☒ PLACEMENT INSPECTION
☐ STRESSING AND GROUTING OF TENDONS
- STRUCTURAL MASONRY: $f_m = 1500$, STRESSES
VERIFICATION OF f_m :
☐ PRISM TESTS
☐ PRISM TEST RECORD
☐ UNIT STRENGTH
☐ CONTINUOUS INSPECTION
☐ PERIODIC INSPECTION: LEVEL 1 INSPECTION
TEST BEFORE DURING
PRISMS
UNITS
GROUT
MORTAR
- SPECIAL GRADING, EXCAVATION, AND FILLING
☒ PERIODIC INSPECTION
☐ SUBGRADE TESTS
☐ COMPACTION TEST
☒ VERIFY BEARING STRATA

NOTES:

- ALL SPECIAL INSPECTION & TESTING AGENCIES SHALL BE QUALIFIED PER ASTM E329.
- PROVIDE INSPECTION REPORTS TO BUILDING DEPARTMENT, OWNER, ARCHITECT AND ENGINEER WITHIN TWO WEEKS OF PERFORMANCE OF INSPECTION OR TEST.
- THE ABOVE SCHEDULE DOES NOT INCLUDE ALL SPECIAL INSPECTIONS AND TESTS REQUIRED BY CHAPTER 17 OF THE CODE.

MCG JOB NO: 24069

MARTIN CONSULTING GROUP, INC.
PROVIDING STRUCTURAL DESIGN
2204 PLAZA DRIVE, SUITE 130
ROCKLIN, CA 95765
PHONE(916)256-4816, FAX(916)302-4065

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Stamp

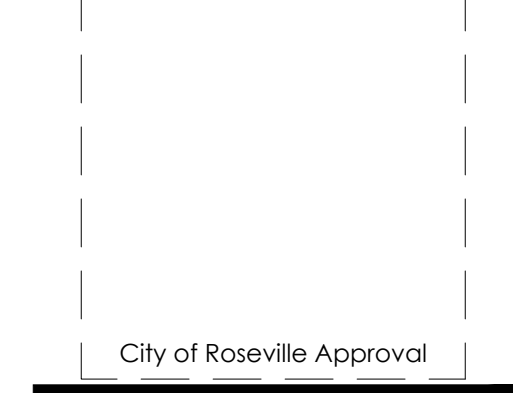


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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp



PROJECT NOTES & DETAILS

Date: 2024/03/08
Project Number: MCG-24069
Scale: per Plan/Detail

L-S1.0

MWEO CALCULATIONS

ETWU (Estimated Total Water Use) *Annual Gallons Required*

REGULAR LANDSCAPE AREA									
Valve #	Plant Type (Hydrozone)	Plant Factor	Irrigation Method	Irrigation Efficiency	ETAF (PF/E)	Area (H ²)	ETAF x Area	ETWU [Eto](0.62)(ETAF)(Area)	
1	Tree-L	0.2	Tree Bubbler	0.81	0.25	198	49	1,582	
2	Tree-L	0.2	Tree Bubbler	0.81	0.25	270	67	2,158	
8	Tree-L	0.2	Tree Bubbler	0.81	0.25	288	71	2,301	
13	Tree-L	0.2	Tree Bubbler	0.81	0.25	234	58	1,870	
19	Tree-L	0.2	Tree Bubbler	0.81	0.25	162	40	1,295	
30	Tree-L	0.2	Tree Bubbler	0.81	0.25	198	49	1,582	
31	Tree-L	0.2	Tree Bubbler	0.81	0.25	144	36	1,151	
32	Tree-L	0.2	Tree Bubbler	0.81	0.25	198	49	1,582	
24	Tree-M	0.5	Tree Bubbler	0.81	0.62	180	111	3,596	
26	Low	0.2	Spray	0.75	0.27	1,541	411	13,299	
28	Low	0.2	Spray	0.75	0.27	192	51	1,657	
29	Med	0.5	Shrub Bubbler	0.81	0.62	181	112	3,616	
					0.29	3,786	1,103	35,489	

SPECIAL LANDSCAPE AREA									
Valve #	Plant Type	Plant Factor	Irrigation Method	Irrigation Efficiency	ETAF (1 for SLA)	Area (H ²)	ETAF x Area	ETWU [Eto](0.62)(ETAF)(Area)	
3	High	0.8	Rotor	0.75	1.00	2,938	2,938	95,085	
4	High	0.8	Rotor	0.75	1.00	4,705	4,705	152,273	
5	High	0.8	Rotor	0.75	1.00	9,118	9,118	295,095	
6	High	0.8	Rotor	0.75	1.00	10,069	10,069	325,873	
7	High	0.8	Rotor	0.75	1.00	10,686	10,686	345,842	
9	High	0.8	Rotor	0.75	1.00	9,156	9,156	296,325	
10	High	0.8	Rotor	0.75	1.00	11,392	11,392	368,691	
11	High	0.8	Rotor	0.75	1.00	8,808	8,808	285,062	
12	High	0.8	Rotor	0.75	1.00	9,001	9,001	291,308	
15	High	0.8	Rotor	0.75	1.00	2,329	2,329	75,376	
16	High	0.8	Rotor	0.75	1.00	8,282	8,282	268,039	
17	High	0.8	Rotor	0.75	1.00	4,935	4,935	159,716	
18	High	0.8	Rotor	0.75	1.00	7,852	7,852	254,122	
20	High	0.8	Rotor	0.75	1.00	6,919	6,919	223,927	
21	High	0.8	Rotor	0.75	1.00	6,485	6,485	209,881	
22	High	0.8	Rotor	0.75	1.00	9,673	9,673	313,057	
23	High	0.8	Rotor	0.75	1.00	3,406	3,406	110,232	
25	High	0.8	Rotor	0.75	1.00	11,161	11,161	361,215	
33	High	0.8	Rotor	0.75	1.00	8,614	8,614	278,783	
34	High	0.8	Rotor	0.75	1.00	10,436	10,436	337,751	
					1.00	155,965	155,965	5,047,651	

	ETWU TOTAL	5,083,341
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TOTAL LANDSCAPE AREA	
	159,751

MAWA (Maximum Applied Water Allowance) *Annual Gallons Allowed*

	Eto	0.62	ETAF	Area (H ²)	SLA (H ²)	MAWA [Eto](0.62)[(ETAF x LA)+ (1-ETAF)xSLA]
	52.2	0.62	0.45	159,751	155,965	5,102,790

The ETWU (5,083,341 gallons) is less than the MAWA (5,102,790 gallons), therefore this design complies with the California Code of Regulations Title 23, Waters - Model Water Efficient Landscape Ordinance.

IRRIGATION SCHEDULE: ESTABLISHMENT PERIOD

Station	GPM	Soil Type	Plant Type	Area	Irrigation Type	Kc (H)	E (Pre)	No. of Cycles	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
1.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
2.0	7.5	0.7	Tree-L	270	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
8.0	8.0	0.7	Tree-L	288	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
13.0	6.5	0.7	Tree-L	234	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
19.0	5.5	0.7	Tree-L	162	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
30.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
31.0	4.0	0.7	Tree-L	144	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
32.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
24.0	5.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	1.0	1.8	3.2	4.9	6.4	7.3	7.7	6.8	5.2	3.5	1.7	10.867	
26.0	16.4	0.7	Low	1,541	Spray	0.2	0.75	0.48	1	2.4	4.2	7.6	11.7	15.3	17.4	18.4	16.2	12.5	8.5	4.0	16.70	
28.0	3.3	0.7	Med	181	Shrub Bubbler	0.5	0.81	1.73	1	1.6	2.7	4.9	7.5	9.8	11.2	11.9	10.5	8.1	5.4	2.6	16.70	
3.0	19.8	0.7	High	2,938	Rotor	0.8	0.75	0.65	1	7.1	12.5	22.5	34.4	45.3	51.8	54.4	48.2	37.1	24.6	11.8	66.82	
4.0	30.0	0.7	High	4,705	Rotor	0.8	0.75	0.68	1	6.9	12.0	21.4	33.3	43.6	49.7	52.5	46.3	35.7	23.7	11.3	66.82	
5.0	75.6	0.7	High	9,118	Rotor	0.8	0.75	0.80	1	5.8	10.2	18.3	28.2	36.9	42.1	44.4	39.2	30.2	20.0	9.6	66.82	
6.0	75.6	0.7	High	10,069	Rotor	0.8	0.75	0.72	1	4.4	11.2	20.2	31.1	40.7	46.2	49.0	43.3	33.3	22.1	10.1	66.82	
7.0	75.6	0.7	High	10,686	Rotor	0.8	0.75	0.68	1	6.8	11.9	21.4	33.0	43.2	49.3	52.0	45.9	35.4	23.5	11.2	66.82	
9.0	63.0	0.7	High	9,156	Rotor	0.8	0.75	0.66	1	7.0	12.2	22.0	33.9	44.4	50.7	53.5	47.2	36.4	24.1	11.5	66.82	
10.0	69.4	0.7	High	11,392	Rotor	0.8	0.75	0.59	1	7.9	13.8	24.8	38.2	50.0	57.1	60.3	53.2	41.0	27.2	13.0	7.5	66.82
11.0	75.6	0.7	High	8,808	Rotor	0.8	0.75	0.83	1	5.6	9.8	17.7	27.2	35.6	40.7	42.9	37.8	29.2	19.3	9.3	5.3	66.82
12.0	75.6	0.7	High	8,808	Rotor	0.8	0.75	0.82	1	5.7	9.9	17.9	27.3	36.0	41.1	43.4	38.3	29.3	19.4	9.4	5.4	66.82
15.0	45.0	0.7	High	2,329	Rotor	0.8	0.75	1.86	1	2.5	4.4	7.8	12.1	15.8	18.1	19.1	16.8	13.0	8.6	4.1	2.4	66.82
16.0	69.6	0.7	High	8,282	Rotor	0.8	0.75	0.81	1	5.7	10.0	18.0	27.8	36.4	41.5	43.8	38.7	29.8	19.8	9.4	5.4	66.82
17.0	30.2	0.7	High	4,935	Rotor	0.8	0.75	0.59	1	7.9	13.8	24.8	38.1	49.9	57.0	60.2	53.1	41.5	27.0	13.0	7.5	66.82
18.0	63.2	0.7	High	7,852	Rotor	0.8	0.75	0.78	1	6.0	10.5	18.8	29.0	38.0	43.4	45.7	40.4	31.1	20.6	9.9	5.7	66.82
20.0	50.4	0.7	High	6,919	Rotor	0.8	0.75	0.70	1	6.6	11.6	20.8	32.0	42.0	47.9	50.5	44.6	34.4	22.8	10.9	6.3	66.82
21.0	49.4	0.7	High	6,485	Rotor	0.8	0.75	0.75	1	6.2	10.8	19.5	30.0	39.3	44.9	47.4	41.8	32.2	21.4	10.2	5.9	66.82
22.0	63.0	0.7	High	9,673	Rotor	0.8	0.75	0.63	1	7.4	12.9	23.3	35.8	46.9	53.6	56.5	49.9	38.4	25.5	12.2	7.0	66.82
23.0	26.8	0.7	High	3,406	Rotor	0.8	0.75	0.59	1	7.9	13.8	24.8	38.2	50.0	57.1	60.3	53.2	41.0	27.2	13.0	7.5	66.82
25.0	46.0	0.7	High	11,161	Rotor	0.8	0.75	0.57	1	8.1	14.2	25.6	39.2	51.7	59.0	62.3	54.9	42.0	26.1	13.4	7.7	66.82
33.0	50.4	0.7	High	8,614	Rotor	0.8	0.75	0.56	1	8.2	14.4	25.9	39.9	50.2	58.6	62.9	55.5	42.8	26.4	13.6	7.8	66.82
34.0	22.0	0.7	High	10,436	Rotor	0.8	0.75	0.20	1	22.8	40.0	71.9	110.7	145.0	165.3	176.6	156.1	118.7	70.8	35.7	21.7	66.82

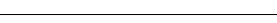
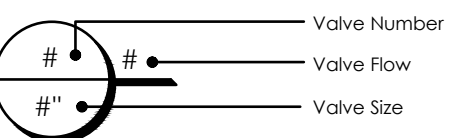
IRRIGATION SCHEDULE: ESTABLISHED LANDSCAPE

Station	GPM	Soil	Plant Type	Area	Irrigation Type	Kc (H)	E (Pre) (%)	No. of Cycles	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total In/yr
1.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
2.0	7.5	0.7	Tree-L	270	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
8.0	8.0	0.7	Tree-L	288	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
13.0	6.5	0.7	Tree-L	234	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
19.0	5.5	0.7	Tree-L	162	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
30.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
31.0	4.0	0.7	Tree-L	144	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
32.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
24.0	5.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
26.0	16.2	0.7	Low	1,541	Spray	0.2	0.75	4.0	4.1	4.4	4.7	5.0	5.3	5.6	5.9	6.2	6.5	6.8	7.1	7.4	100.00
28.0	10.7	Low	192	Spray	0.2	0.75	4.0	20	3.5	4.3	9.7	12.7	14.5	15.3	16.5	14.4	4.9	1.4	0.9	1.8	122.22
29.0	10.7	Med	192	Shrub Bubbler	0.5	0.81	1.23	6.0	2.7	4.0	5.3	6.6	7.9	9.2	10.5	11.8	13.1	14.4	15.7	17.0	122.22
30.0	16.2	Med	2,038	Shrub Bubbler	0.5	0.81	1.23	6.0	2.7	4.0	5.3	6.6	7.9	9.2	10.5	11.8	13.1	14.4	15.7	17.0	122.22
4.0	33.0	0.7	Tree-L	360	Tree Bubbler	0.8	0.75	0.68	2.0	10.0	18.0	27.0	36.3	45.3	43.7	36.6	29.7	19.7	9.4	5.1	152.22
5.0	33.0	0.7	Tree-L	360	Tree Bubbler	0.8	0.75	0.68	2.0	10.0	18.0	27.0	36.3	45.3	43.7	36.6	29.7	19.7	9.4	5.1	152.22
6.0	75.6	0.7	Tree-L	10,049	Rotator	0.8	0.75	0.72	5.3	9.3	16.8	25.9	33.9	39.7	40.9	36.1	28.8	18.4	8.8	5.1	55.66
7.0	75.6	0.7	Tree-L	10,049	Rotator	0.8	0.75	0.72	5.3	9.3	16.8	25.9	33.9	39.7	40.9	36.1	28.8	18.4	8.8	5.1	55.66
9.0	63.0	0.7	Tree-L	9,156	Rotator	0.8	0.75	0.66	5.8	10.2	18.4	28.9	37.3	43.2	44.4	39.3	30.1	21.6	9.5	5.6	55.66
10.0	69.6	0.7	Tree-L	11,392	Rotator	0.8	0.75	0.59	6.6	11.2	20.1	31.4	41.7	47.6	50.3	44.3	34.1	25.6	10.8	6.2	55.66
11.0	69.6	0.7	Tree-L	11,392	Rotator	0.8	0.75	0.59	6.6	11.2	20.1	31.4	41.7	47.6	50.3	44.3	34.1	25.6	10.8	6.2	55.66
12.0	76.4	0.7	Tree-L	9,931	Rotator	0.8	0.75	0.62	4.7	8.3	14.9	22.9	30.0	34.3	36.1	31.7	24.8	18.3	7.8	4.5	55.66
13.0	76.4	0.7	Tree-L	9,931	Rotator	0.8	0.75	0.62	4.7	8.3	14.9	22.9	30.0	34.3	36.1	31.7	24.8	18.3	7.8	4.5	55.66
14.0	69.6	0.7	Tree-L	11,392	Rotator	0.8	0.75	0.59	6.6	11.2	20.1	31.4	41.7	47.6	50.3	44.3	34.1	25.6	10.8	6.2	55.66
16.0	69.6	0.7	Tree-L	8,282	Rotator	0.8	0.75	0.61	4.8	8.4	15.0	23.1	32.6	36.3	36.5	32.2	24.8	16.5	7.9	4.5	55.66
17.0	32.2	0.7	Tree-L	4,535	Rotator	0.8	0.75	0.59	6.6	11.2	20.1	31.4	41.7	47.6	50.3	44.3	34.1	25.6	10.8	6.2	55.66
18.0	32.2	0.7	Tree-L	4,535	Rotator	0.8	0.75	0.59	6.6	11.2	20.1	31.4	41.7	47.6	50.3	44.3	34.1	25.6	10.8	6.2	55.66
20.0	30.4	0.7	Tree-L	6,919	Rotator	0.8	0.75	0.70	0.2	5.5	9.4	17.3	26.7	35.0	39.9	42.1	36.2	28.0	19.0	7.1	55.66
21.0	30.4	0.7	Tree-L	6,919	Rotator	0.8	0.75	0.70	0.2	5.5	9.4	17.3	26.7	35.0	39.9	42.1	36.2	28.0	19.0	7.1	55.66
22.0	63.0	0.7	Tree-L	9,673	Rotator	0.8	0.75	0.63	6.2	9.6	19.9	29.9	39.1	46.4	47.1	41.6	32.0	21.2	10.2	5.8	55.66
23.0	63.0	0.7	Tree-L	9,673	Rotator	0.8	0.75	0.63	6.2	9.6	19.9	29.9	39.1	46.4	47.1	41.6	32.0	21.2	10.2	5.8	55.66
25.0	46.0	0.7	Tree-L	11,613	Rotator	0.8	0.75	0.57	6.8	11.9	24.1	32.9	45.2	50.2	51.9	45.8	35.3	25.4	11.2	6.4	55.66
33.0	30.4	0.7	High	8,164	Rotator	0.8	0.75	0.52	6.9	12.0	21.6	33.4	45.3	49.7	52.4	44.3	35.6	23.4	11.3	6.4	55.66
34.0	30.4	0.7	High	8,164	Rotator	0.8	0.75	0.52	6.9	12.0	21.6	33.4	45.3	49.7	52.4	44.3	35.6	23.4	11.3	6.4	55.66

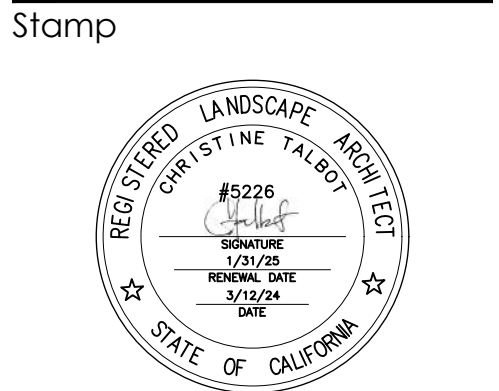
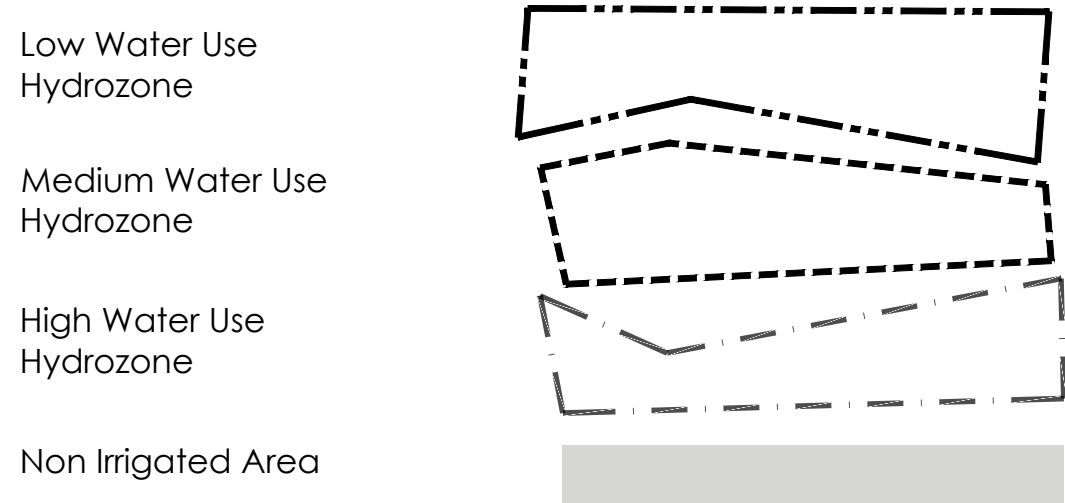
IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS	DETAIL
	Rain Bird R-VAN-STRIP RD-12-SAM-P45-NP Shrub Rotary, 5ft.x15ft. (LCS and RCS), 5ft.x30ft. (SST) Hand Adjustable Multi-Stream Rotary w/ RD1800 shrub spray on 12in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet. W/ Non-Potable Purple Cap	45			PK-8 / LI1.4
	Rain Bird R-VAN14 RD-12-SAM-P45-NP Shrub Rotary, 8ft.-14ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 shrub spray body on 12in. pop-up, w/ check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet. W/ Non-Potable Purple Cap.	45		14'	PK-8 / LI1.4
	Rain Bird 1812-SAM-PRS-NP-1400 Flood Flood Bubbler 12in. popup with check valve, pressure regulator and non-potable purple cap.	20	0.25	3'	PK-8 / LI1.4
	Rain Bird RWS-B-C-P (TWO PER TREE) 1401 Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube, Check Valve and Purple Grate. Rain Bird bubbler option as indicated: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.	30	0.25	3'	PK-9 / LI1.4
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS	DETAIL
	Rain Bird 6504-PC, FC-SS-NP 06 Turf Rotor, 4" Pop-Up, Stainless Steel Riser, Adjustable and Full Circle. With Removable Seal-A-Matic Check Valve, 1" Female Threaded Inlet. With Non-Potable Purple Cover.	50	5.5	44'	PK-8 / LI1.4
	Rain Bird 8005-SS-NP 04 Turf Rotor, 5" Pop-Up, Stainless Steel Riser, Standard Nozzle. With Seal-A-Matic Check Valve, Adjustable 50-330 arc, and 360 Non-Reversing Full-Circle. 1" (26/34) NPT. Extended Radius is Ideal for Large Turf Applications. Non-Potable Purple Cover.	50	3.8	33'	PK-7 / LI1.4
	Rain Bird 8005-SS-NP 08 Turf Rotor, 5" Pop-Up, Stainless Steel Riser, Standard Nozzle. With Seal-A-Matic Check Valve, Adjustable 50-330 arc, and 360 Non-Reversing Full-Circle. 1" (26/34) NPT. Extended Radius is Ideal for Large Turf Applications. Non-Potable Purple Cover.	50	6.6	42'	PK-7 / LI1.4
	Rain Bird 8005-SS-NP 14 Turf Rotor, 5" Pop-Up, Stainless Steel Riser, Standard Nozzle. With Seal-A-Matic Check Valve, Adjustable 50-330 arc, and 360 Non-Reversing Full-Circle. 1" (26/34) NPT. Extended Radius is Ideal for Large Turf Applications. Non-Potable Purple Cover.	50	12.6	50'	PK-7 / LI1.4

IRRIGATION_SCHEDULE (CONTINUED)

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	DETAIL
	Rain Bird PEB-NP-HAN 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Purple Handle for Non-Potable Water Use.	PK-15 / LI1.5
	Rain Bird 44-LRC-NP 1" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Non-Potable Purple Rubber Cover, and 2-Piece Body.	PK-14 / LI1.5
	Nibco T-113 - Gate Valve Line Sized. Install with purple handle	PK-11 / LI1.5
	Buckner-Superior 3300-RW 2" Normally Open Brass Master Valve that Provides Dirty Water Protection and No Minimum Flow Feature. With Purple Cross Handle for Reclaimed Water Use.	PK-2 / LI1.4
	Automatic Irrigation Controller Calsense CS3000 controller assembly by Ewing Irrigation. Part #: CS300-32-CS3-GR-KIT 4G LTE-STUBBY; See specs. Controller Mounted inside Calsense stainless steel pedestal enclosure. Include third party communications modem	PK-1 / LI1.4
	Flow Sensor FM-U Calsense Ultrasonic 1 1/2" Flow Meter.	PK-2 / LI1.4
	Booster Pump Single Phase 230V - 5 HP 3450 RPM Motor	1 & 2 / LI1.6
	Recycled Water Filter Amiad Filtration Systems, Semi-Automatic Filter, Red 130 micron filter element. Size to match RW meter, see Civil plans.	PK-4 / LI1.4
	Recycled Water Warning Information Sign Per City of Roseville Construction Standards and City of Roseville Standard Detail RW-9. Locate sign at all park enteries, See Irrigation Plans. (5) Total Water Meter 2"	
	Irrigation Lateral Line: PVC Schedule 40-NP Sleeve under all paving. Purple Pipe designated for all Recycled Water Use. Size per plan.	PK- 6, & 10 / LI1.4
	Irrigation Lateral Line: PVC Class 315 SDR 13.5-NP Size per plan.	PK- 6, & 10 / LI1.4
	Irrigation Mainline: PVC Schedule 40 Potable Water to Infield Size per plan.	PK- 6, & 10 / LI1.4
	Irrigation Mainline: PVC Class 200 SDR 21-NP Non-Potable Water Size per plan.	PK- 6, & 10 / LI1.4
	Pipe Sleeve: PVC Schedule 40-NP Sleeve under all paving. Purple Pipe designated for all Recycled Water Use. Mainline Sleeve: 2 times pipe contained within Lateral Line Sleeve: Double Pipe diameter of pipe contained within.	PK- 5 / LI1.4
Not Shown	Control Wire Sleeve: 2x wire bundle	
	Valve Callout # Valve Number # Valve Flow # Valve Size	

IRRIGATION_HYDROZONE_AREAS

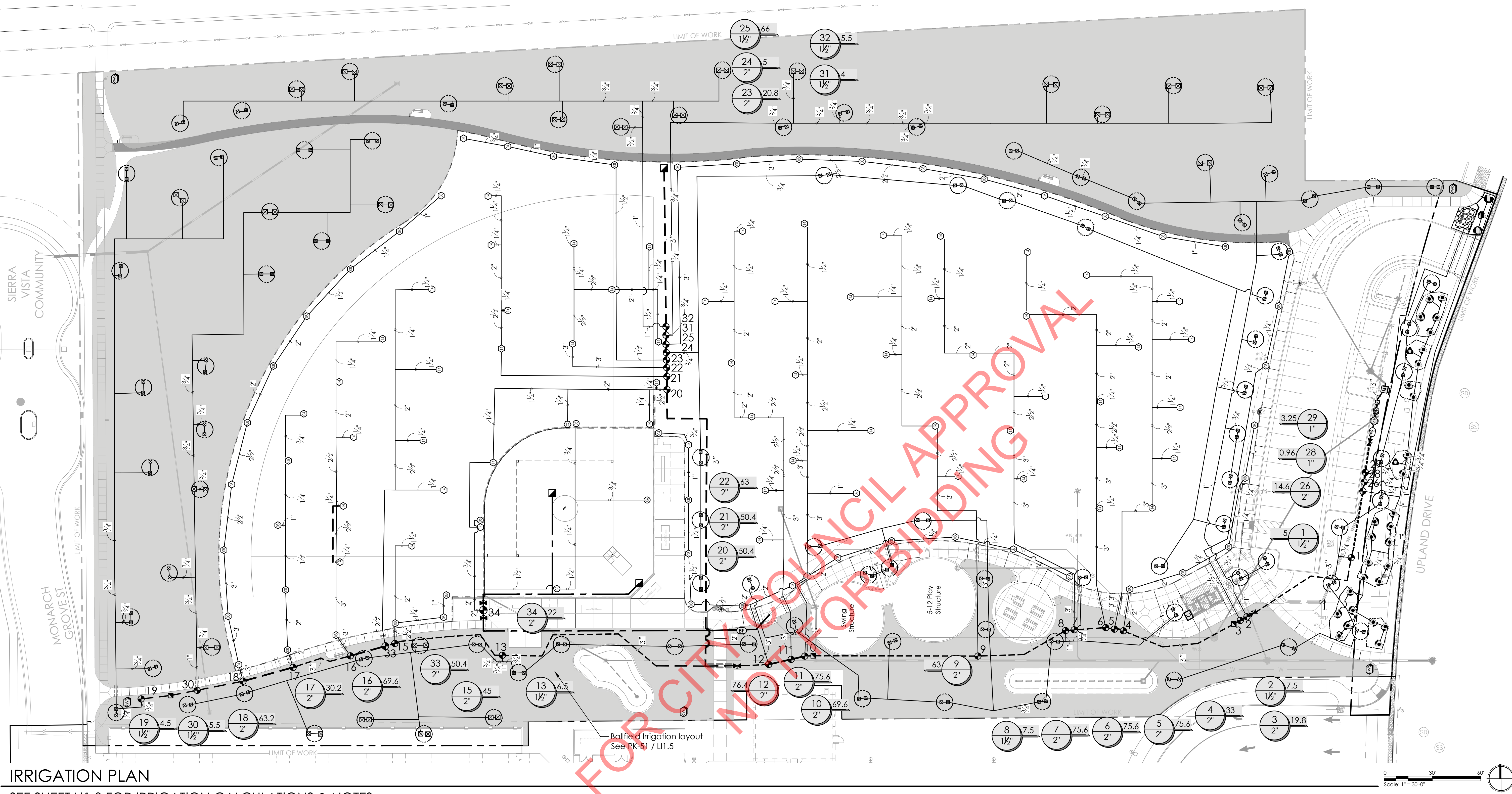


Issuances & Revisions		
No.	Description	Date

Key Plan/Consultant Stamp
City of Roseville Approval

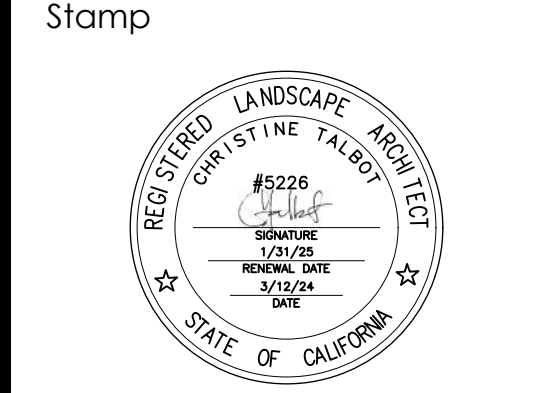
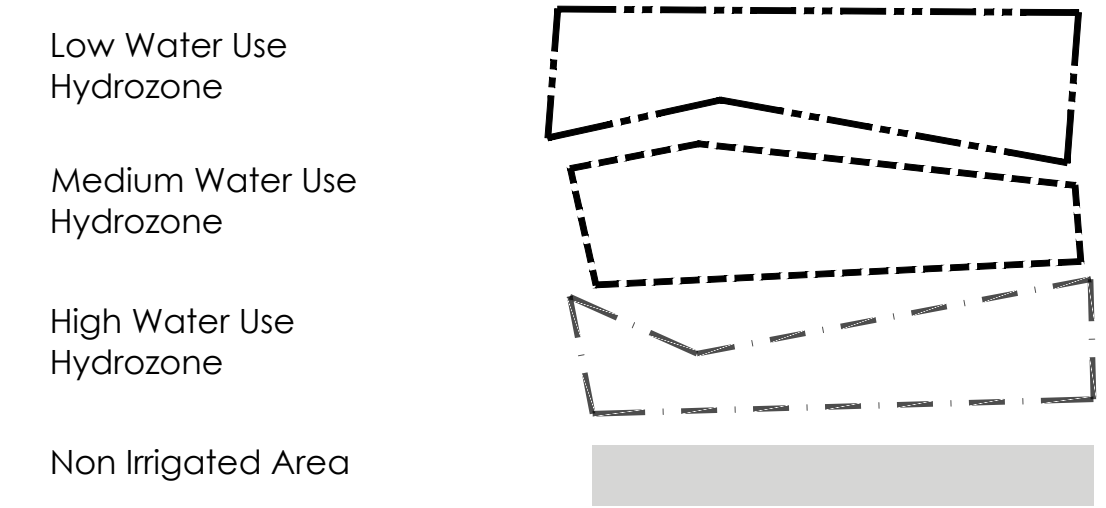
IRRIGATION_LEGEND

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED



IRRIGATION PLAN
SEE SHEET LI1.0 FOR IRRIGATION CALCULATIONS & NOTES

IRRIGATION HYDROZONE AREAS

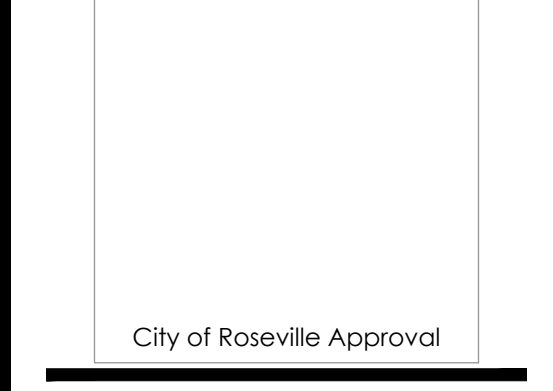


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Issuances & Revisions

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IRRIGATION PLAN

OMIT

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

(Omitted 12/15/23)

CITY OF
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CALIFORNIA

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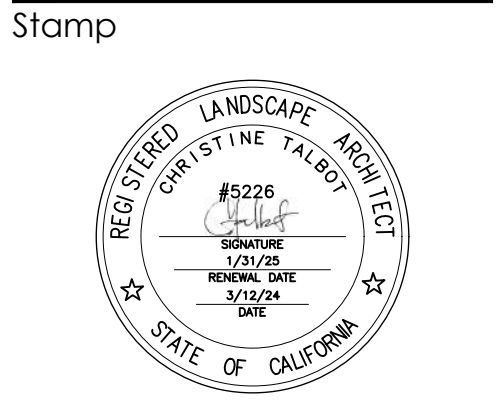
CWJ - 500100
EN - 24-0029
BD -

JOHN BYOUK PARK (JM-50)

100% Construction Documents

APN 498-010-030-000

4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747



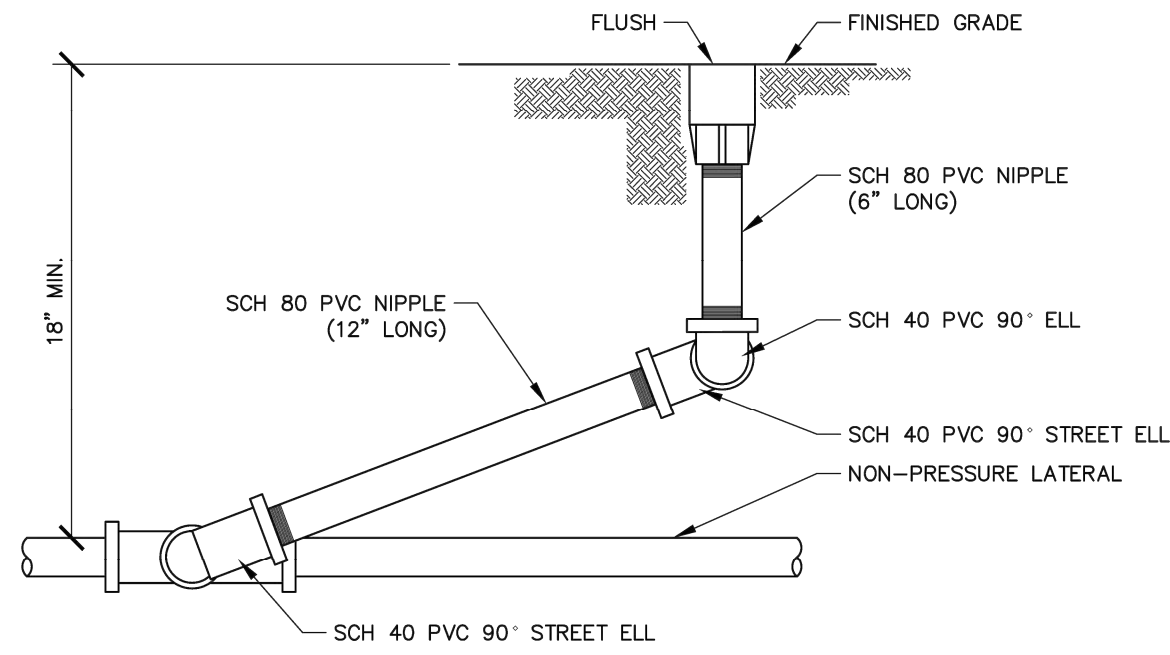
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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp

City of Roseville Approval



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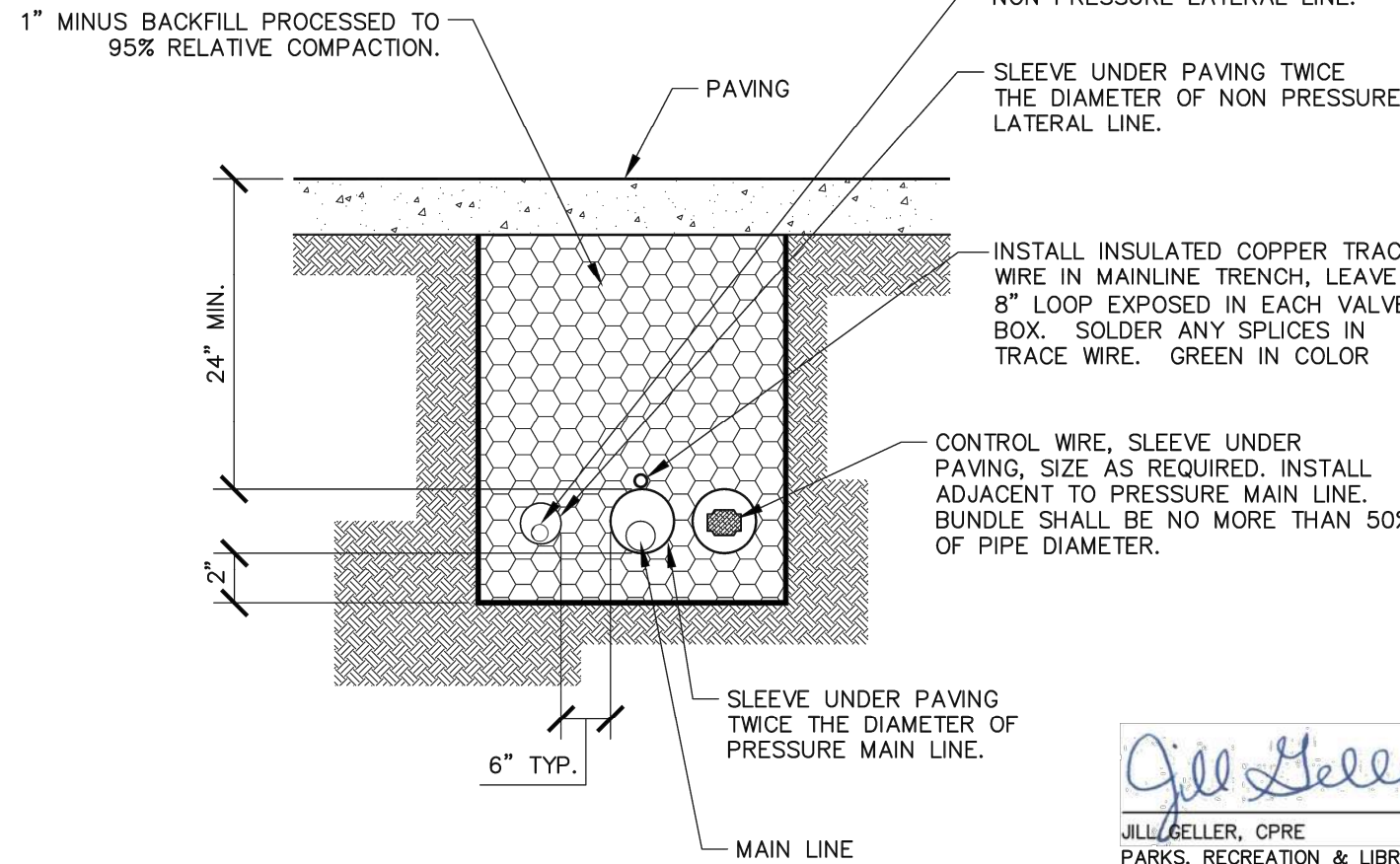
POP-UP SPRAY

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-8

NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELD REGULATIONS.
2. LOCATE SPRAY HEADS 12" FROM ALL STRUCTURES IN TURF AREAS AND 6" FROM ALL STRUCTURES IN GROUND-COVER AREAS.
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. PREFABRICATED SWING JOINT ARE ALLOWED, UPON APPROVAL.
5. 6" LONG SCH 80 PVC RISER NIPPLE NOT REQUIRED FOR 12" POP-UP HEADS.



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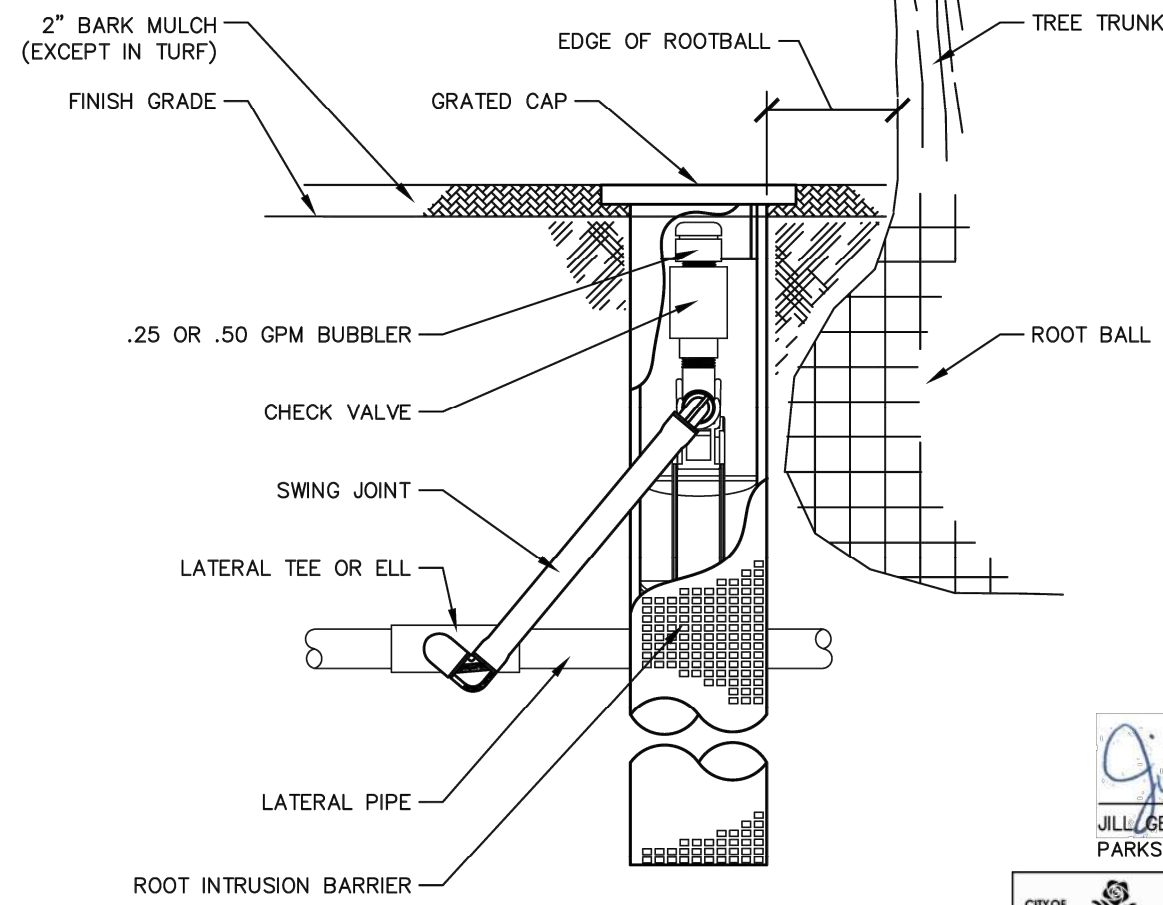
PIPE AT PAVEMENT

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-5

NOTES

1. ALL SLEEVES TO BE SCHEDULE 40 PVC.
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING.
3. CAP BOTH ENDS OF ALL SPARE SLEEVES AND MARK BOTH ENDS WITH JM LOCATOR BALLS.
4. INSTALL SPARE SLEEVE UNDER ROADWAYS



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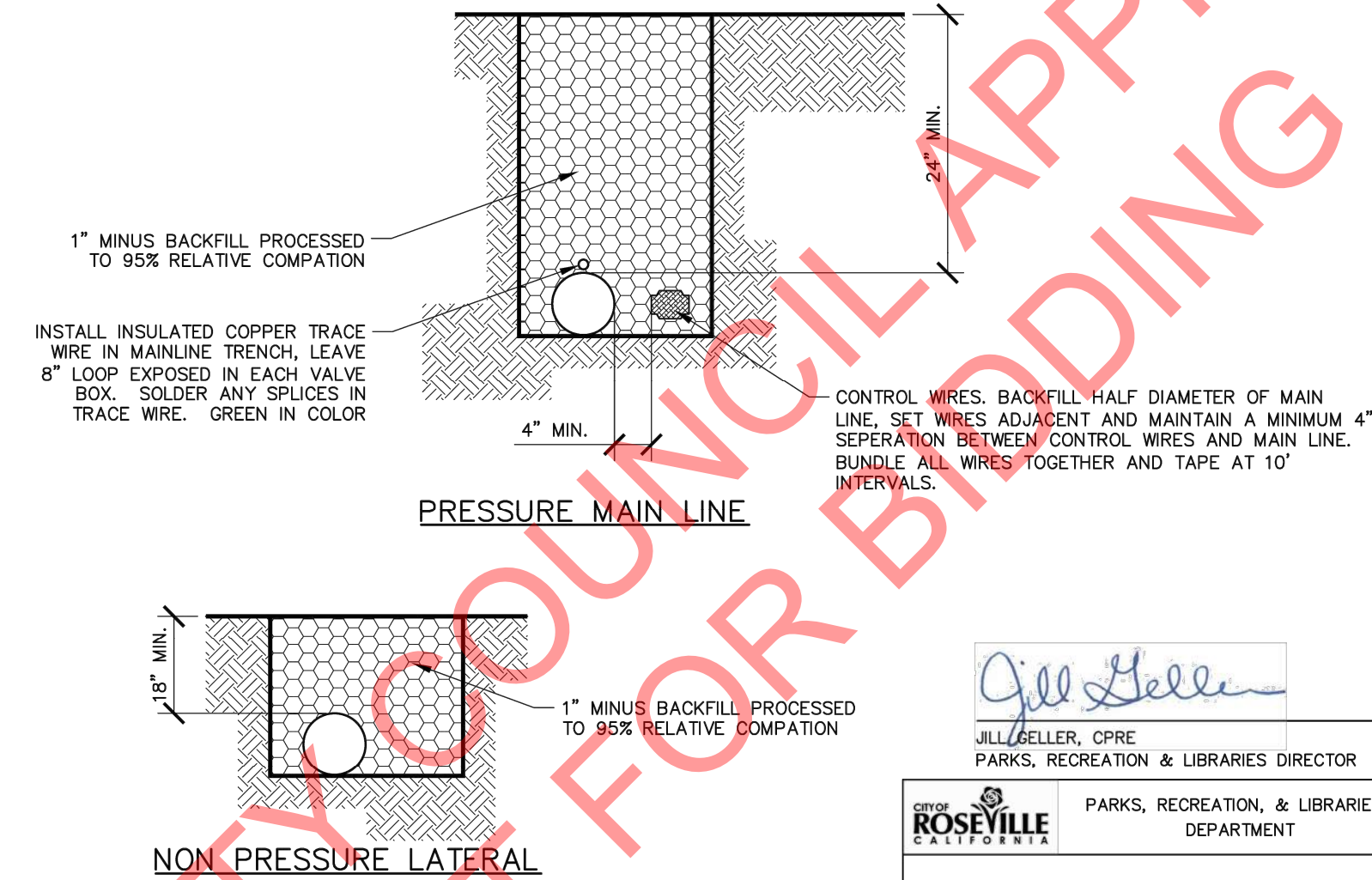
ROOT WATERING SYSTEM

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-9

NOTE

1. INSTALL FILTER FABRIC SLEEVE.
2. SEE PLANS AND SPECS FOR APPROVED MANUFACTURERS AND MODEL NUMBERS



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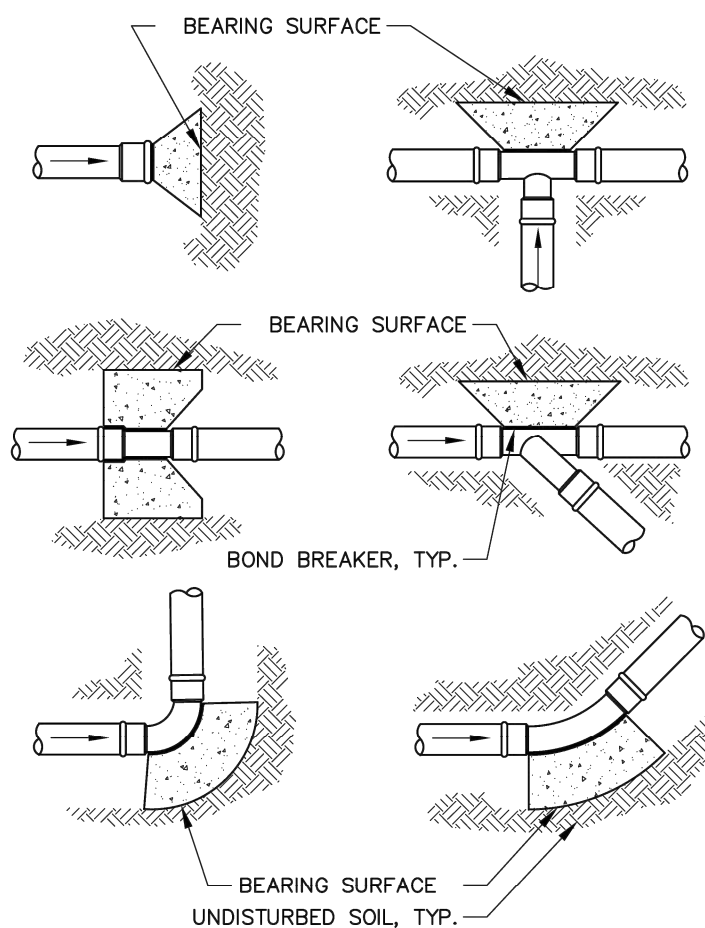
PIPE TRENCH

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-6

NOTES

1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.



MINIMUM BEARING SURFACE AREA				
PIPE SIZE	TEE AND PLUG	90 DEGREE BEND	45 DEGREE BEND	
1-1/2"	0.45 SQ. FT.	0.63 SQ. FT.	0.34 SQ. FT.	
2"	0.69 SQ. FT.	0.97 SQ. FT.	0.53 SQ. FT.	
2-1/2"	1.0 SQ. FT.	1.41 SQ. FT.	0.77 SQ. FT.	
3"	1.48 SQ. FT.	2.10 SQ. FT.	1.14 SQ. FT.	
4"	2.43 SQ. FT.	3.45 SQ. FT.	1.87 SQ. FT.	
6"	5.25 SQ. FT.	7.41 SQ. FT.	4.02 SQ. FT.	
8"	9.08 SQ. FT.	12.83 SQ. FT.	6.96 SQ. FT.	
10"	14.93 SQ. FT.	21.07 SQ. FT.	11.44 SQ. FT.	

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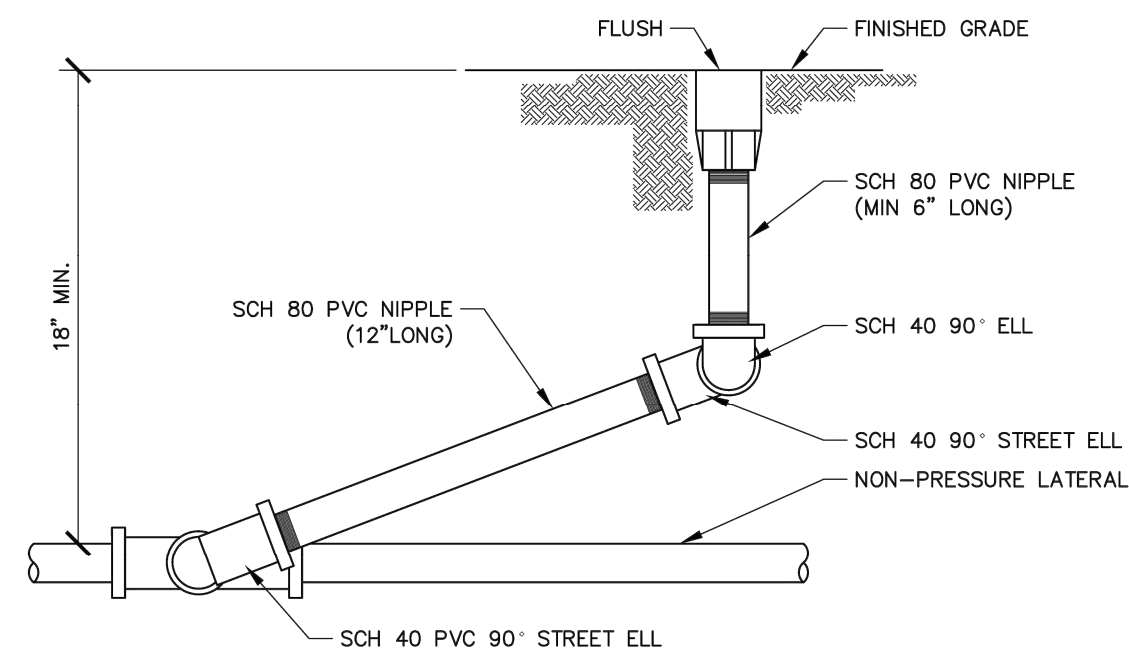
THRUST BLOCKS

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-10

NOTES

1. SIZE THRUST BLOCKS AS SPECIFIED ABOVE.
2. DO NOT ENCASE CONTROL WIRES IN THE CONCRETE.
3. ALL FITTINGS MUST BE WRAPPED WITH POLYETHYLENE TO PREVENT CONCRETE FROM ADHERING TO BOLTS OR PIPES.
4. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS.



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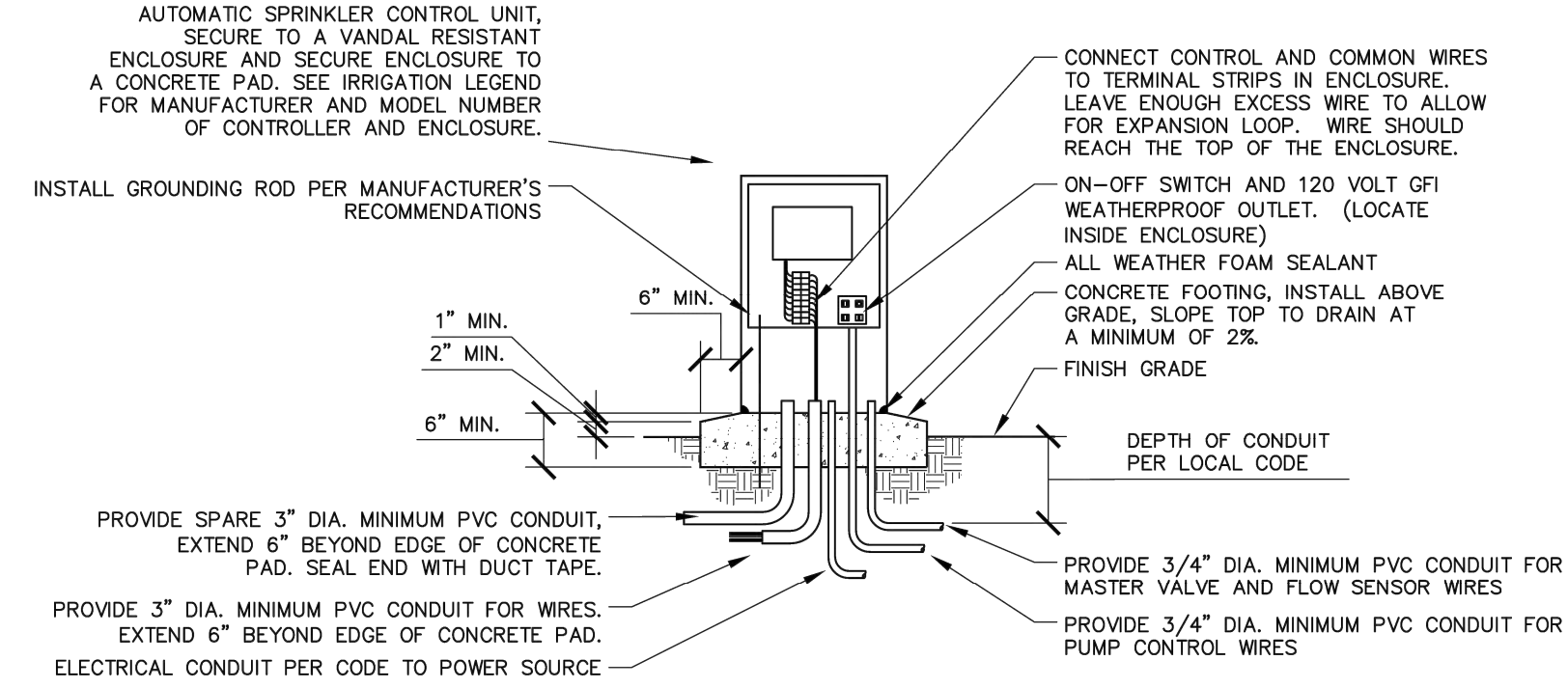
POP-UP ROTOR

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-7

NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELD REGULATIONS.
2. LOCATE HEAD 12" FROM ALL STRUCTURES
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. SWING JOINT ASSEMBLY PIPE SIZE MUST MATCH INLET SIZE OF SPRINKLER.
5. PREFABRICATED SWING JOINTS ARE ALLOWED, UPON APPROVAL.



Jill Heller
JILL HELLER, OPR
PARKS, RECREATION & LIBRARIES DIRECTOR

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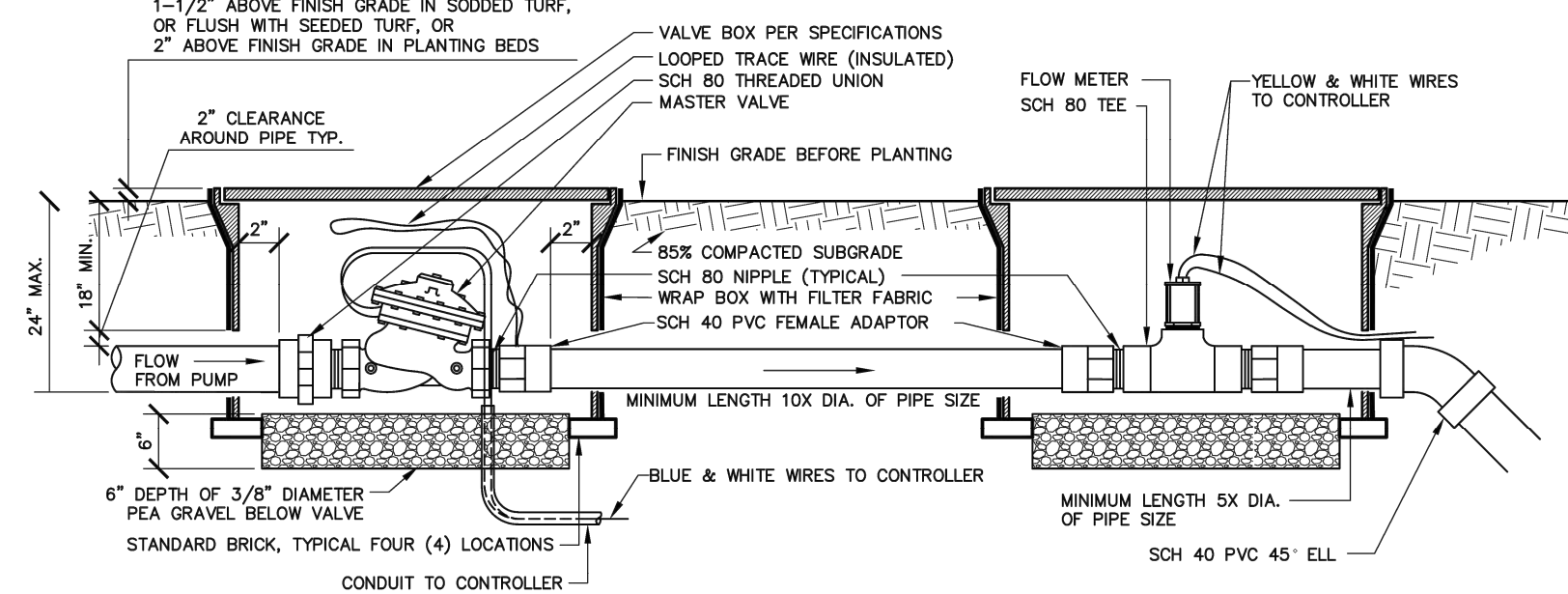
CONTROLLER

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-1

NOTES

1. COMMON WIRE TO BE WHITE & CONTROL WIRE TO BE RED IN COLOR. BUNDLE AND TAPE AT INTERVALS OF 10 FT. O. C.
2. NO SPLICES SHALL BE MADE BETWEEN CONTROLLER AND REMOTE CONTROL VALVES UNDER 500 LINEAL FEET.
3. ORDER WITH MANUFACTURER'S FACTORY FINISH STAINLESS STEEL.
4. INSULATE AROUND INSIDE BASE OF BOX WITH ALL WEATHER FOAM SEALANT.
5. GROUNDING ROD SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. GROUND TEST TO BE CONDUCTED AFTER INSTALLATION, NOT TO EXCEED 25 OHMS.
7. MASTER VALVE WIRE SHALL BE BLUE.
8. PROVIDE COLOR CODED MAP OF VALVE LOCATIONS.



Jill Heller
JILL HELLER, OPR
PARKS, RECREATION & LIBRARIES DIRECTOR

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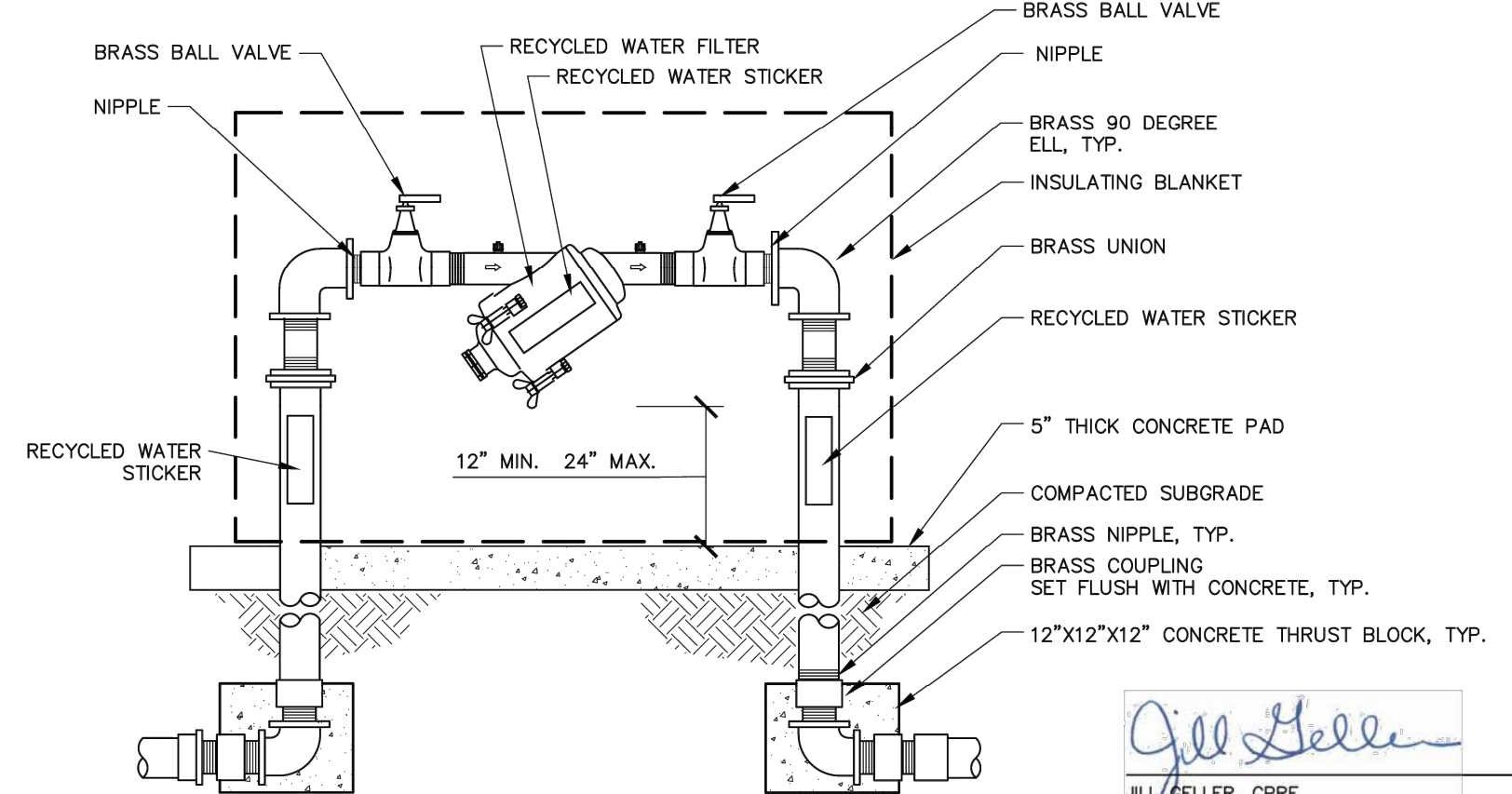
MASTER VALVE CALSENSE

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-2

NOTES

1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL THREADED FITTINGS.
6. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
7. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
8. FOR USE WITH CALSENSE CONTROLLERS ONLY.



Jill Heller
JILL HELLER, OPR
PARKS, RECREATION & LIBRARIES DIRECTOR

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RECYCLED WATER FILTER

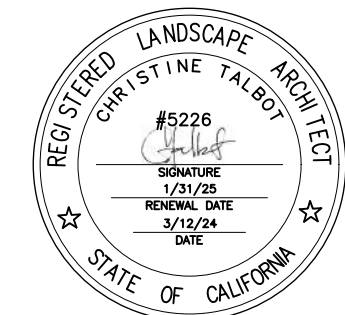
SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-4

NOTES

1. USE TEFLON TAPE ON ALL THREADED FITTINGS.
2. LOCATE IN SHRUB/GROUND COVER AREA WHENEVER POSSIBLE.
3. PROVIDE INSULATING BLANKET OVER RECYCLED WATER FILTER.
4. PIPE AND FITTINGS 3" OR SMALLER SHALL BE BRASS; 4" OR LARGER SHALL BE DUCTILE IRON.
5. RECYCLED WATER STICKERS SHALL BE PURPLE AND SHALL READ "RECYCLED WATER - DO NOT DRINK"

Stamp



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Issuances & Revisions

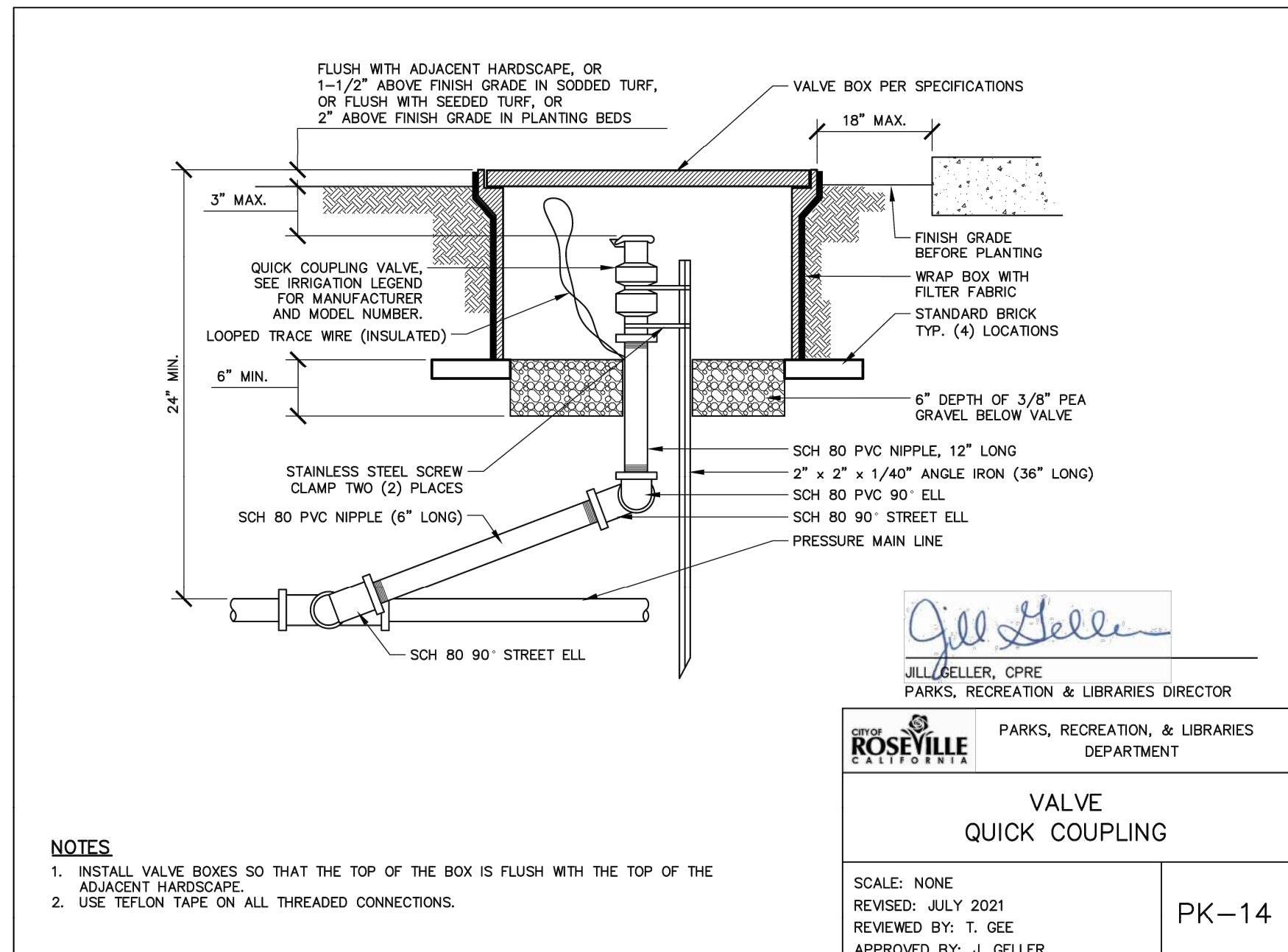
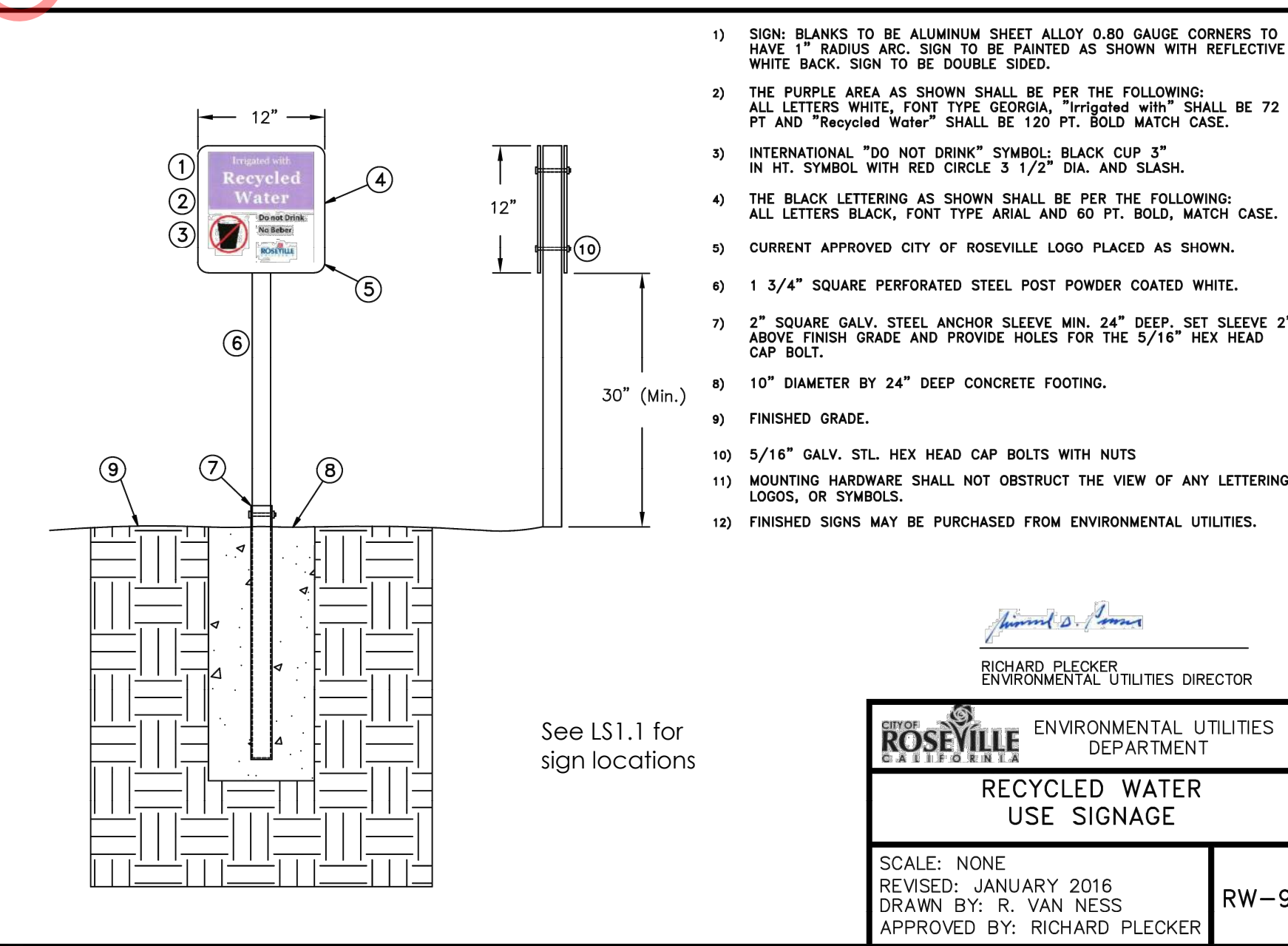
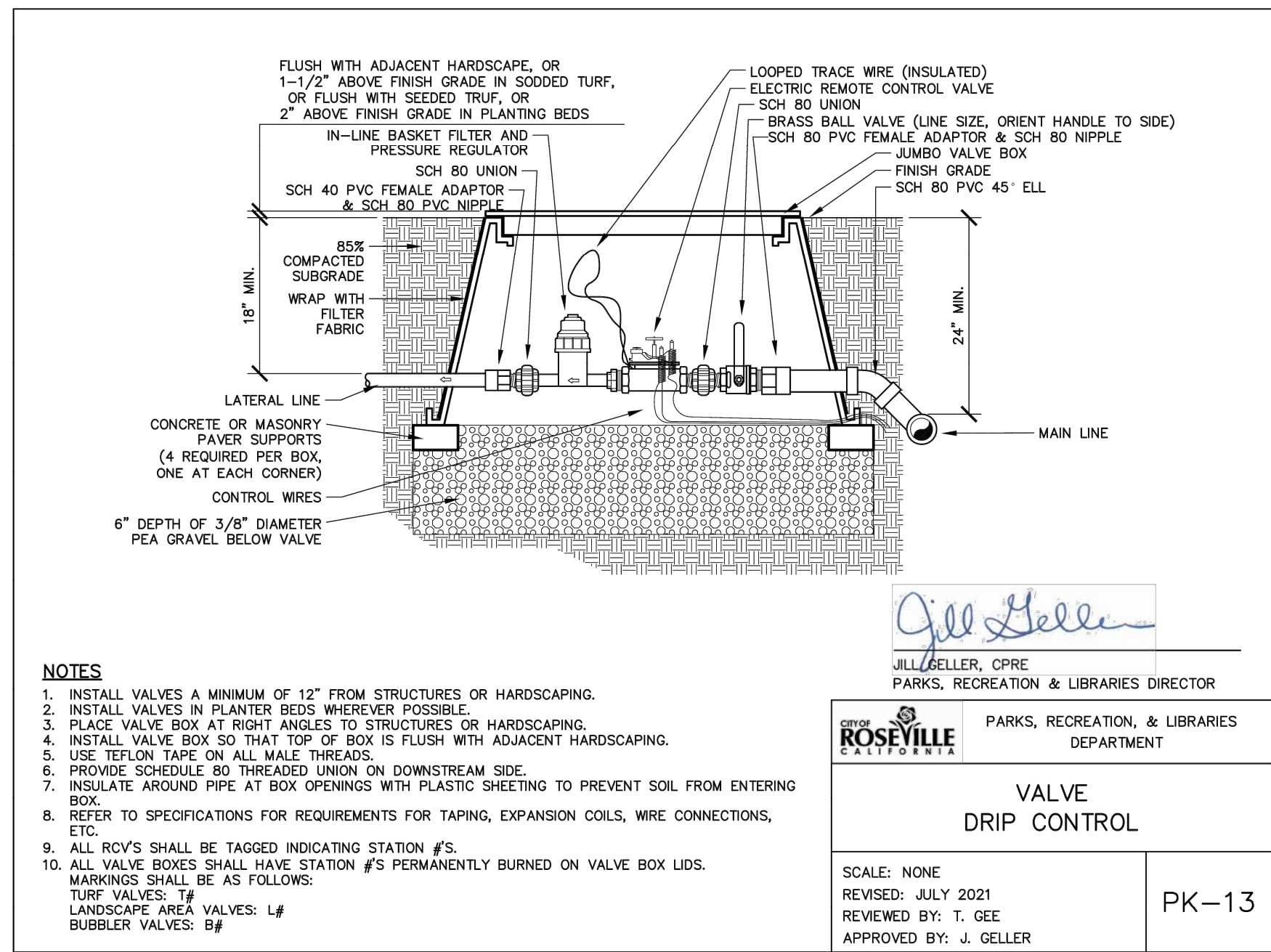
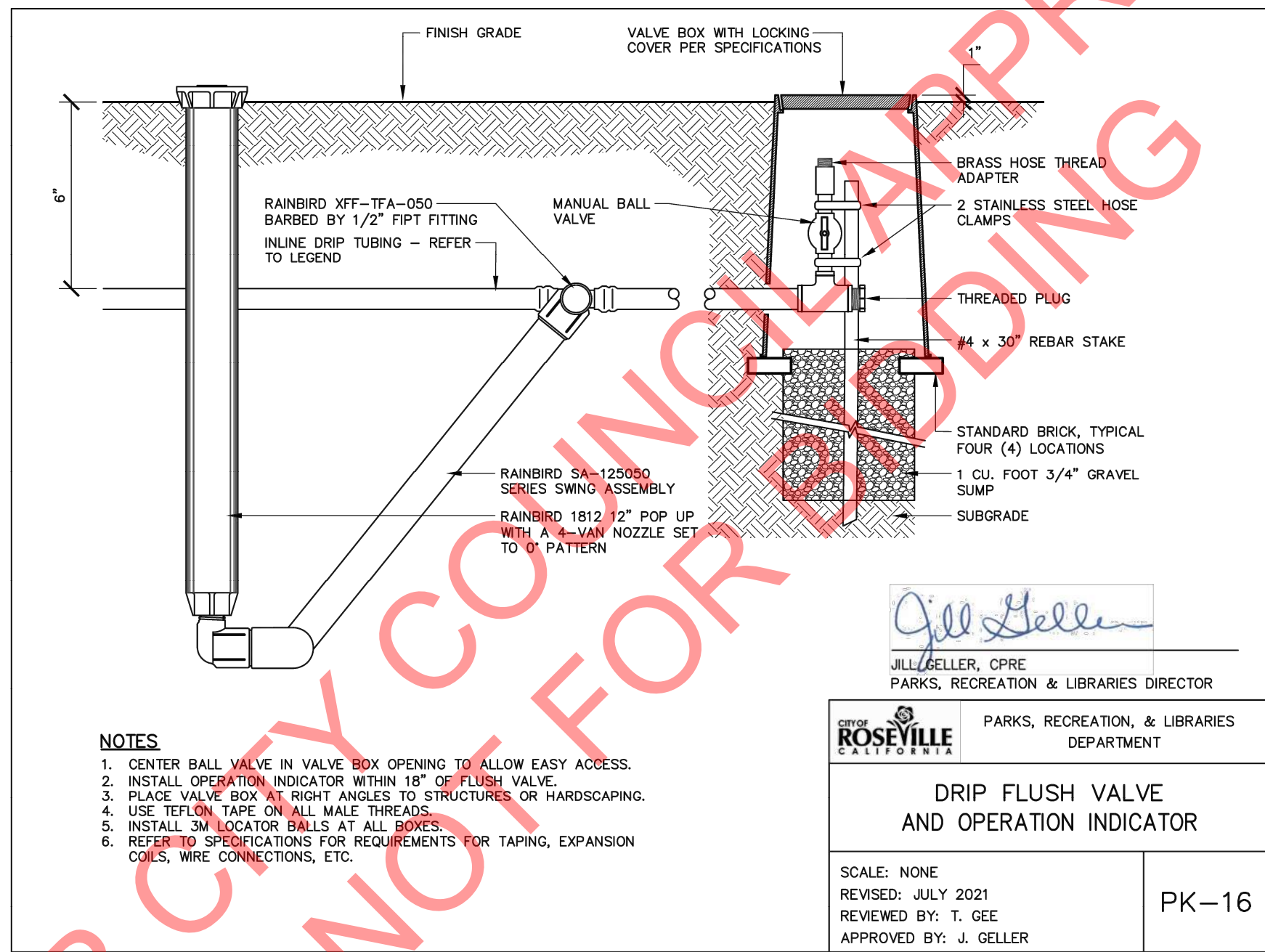
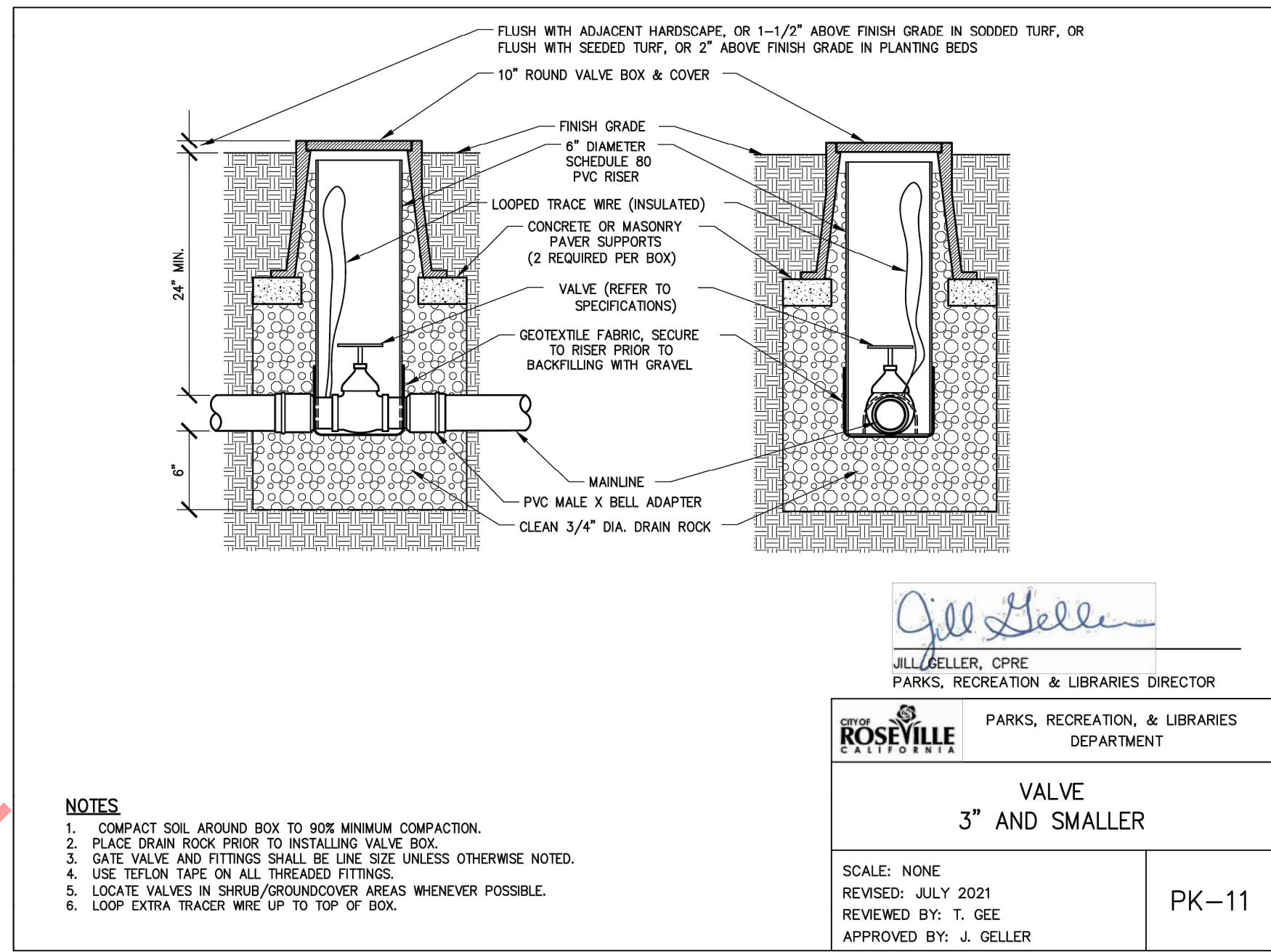
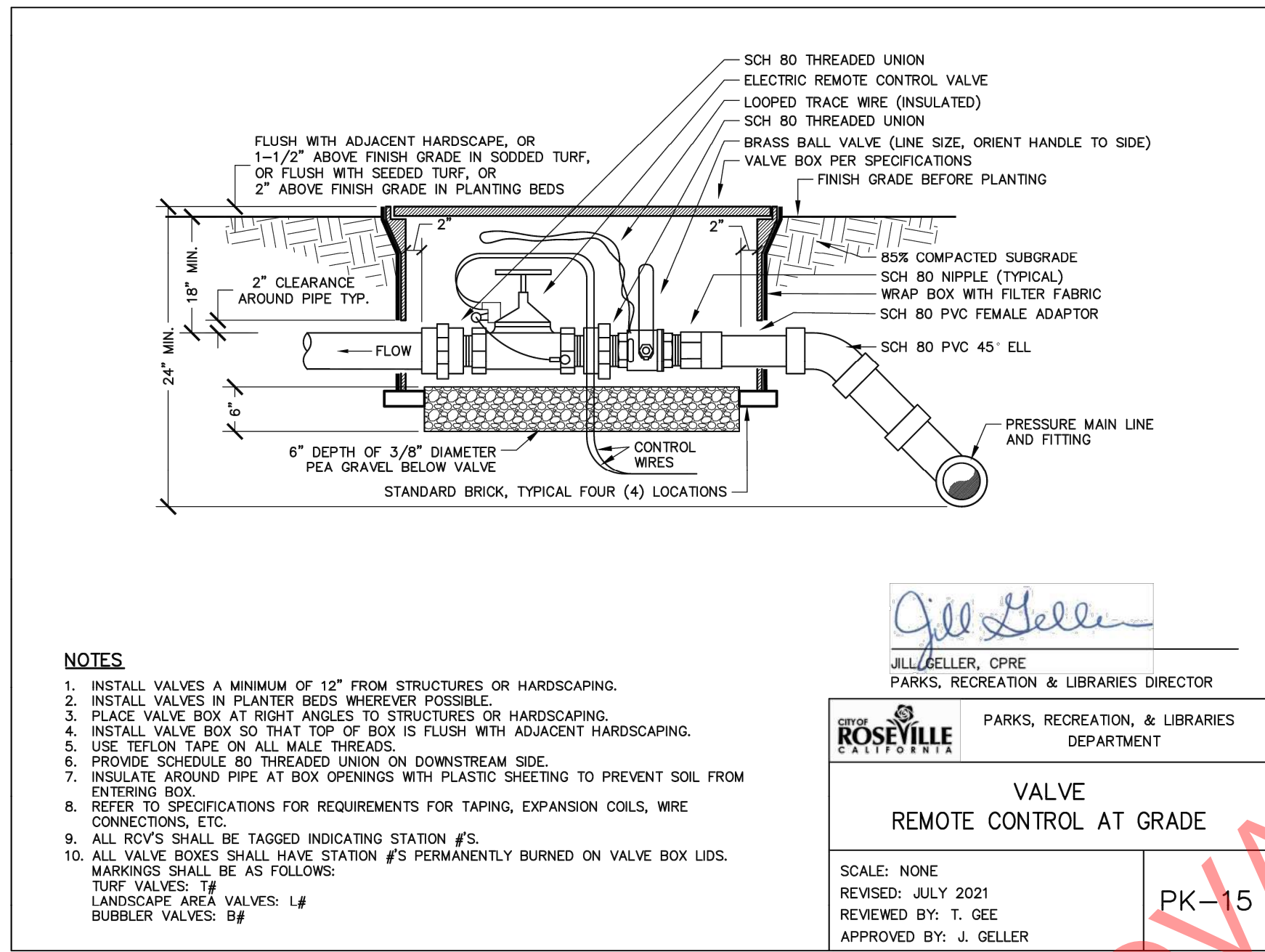
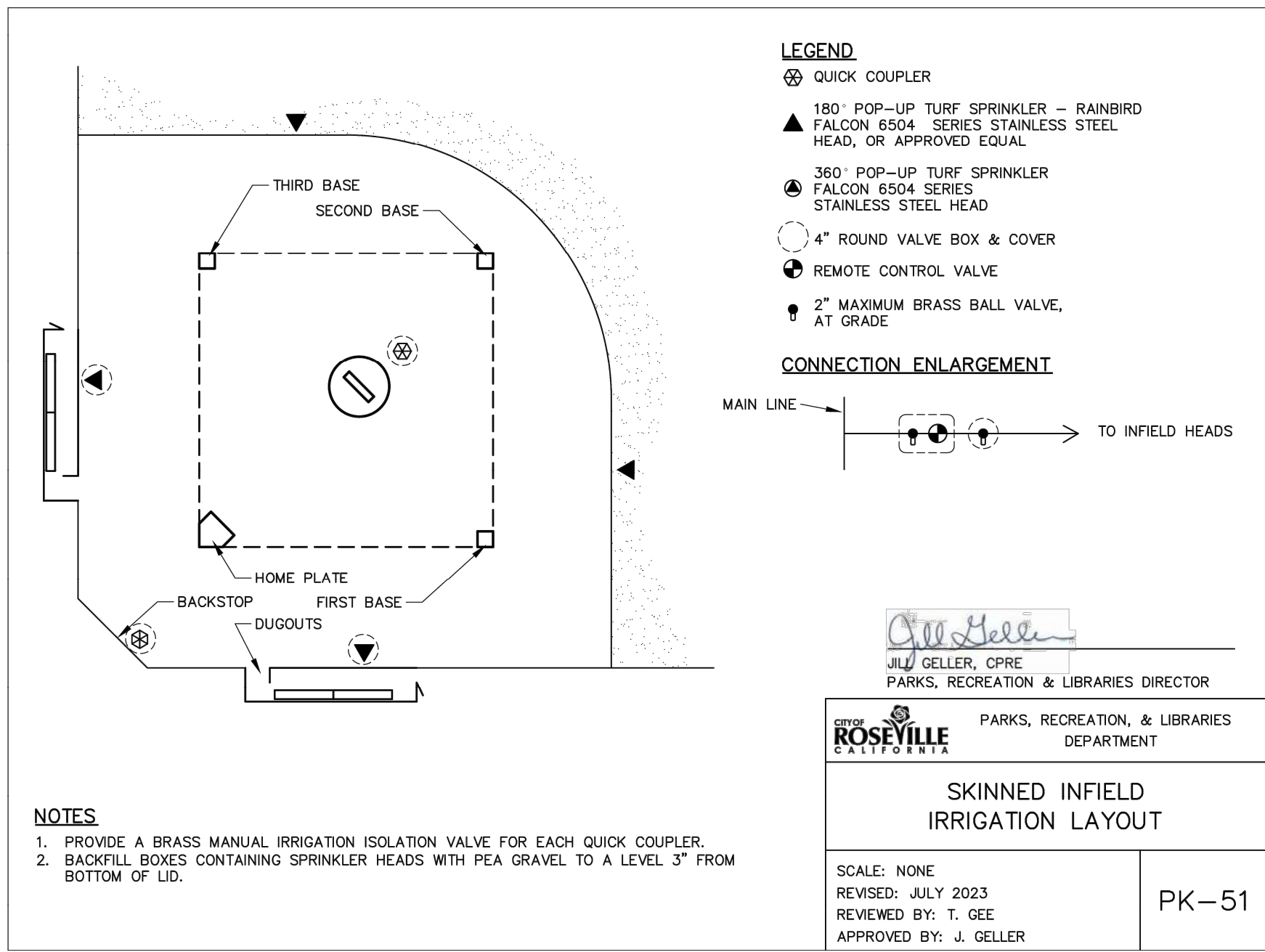
No. Description Date

Key Plan/Consultant Stamp

City of Roseville Approval

IRRIGATION DETAILS
CITY STANDARDS

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED



No.	Description	Date

City of Roseville Approval

2

1

CUSTOMFLOW BOOSTER PACKAGE INSTALLATION

A) CONCRETE PAD CONSTRUCTION

1) Determine location and grade for the site.
2) Form and pour a level concrete slab size 54" X 42", 4" thick.
Note: Slab surface 1" above grade, see slab detail for electrical conduit locations.
3) Allow for 36" in front and rear of the enclosure for service access.
4) Mount and level your Customflow booster on the concrete pad centering the unit allowing a 3" apron around the outside of the enclosure.
5) Anchor all four corners through the attached anchor brackets.
* Recommend using a wedge type anchor 3/8" X 3" long.

B) PLUMBING CONNECTION

FOR DROP PIPE CONNECTION

1) Connect the supplied grooved galvanized pipes to the suction and discharge 90's with the green couplings provided.
2) Measure and cut the supplied grooved PVC (not longer than 10") glueing the spigot end into your mainline.
3) Connect the PVC grooved end to the galvanized pipe from the booster with the supplied orange couplings.
4) Wrap the orange below grade couplings with 10 MIL tape.
5) Pour thrust blocks as needed.
6) Test for leaks.

FOR FLANGED CONNECTION

1) Connect the supplied grooved flange adaptors to the suction and discharge 90's.
NOTE: The wide edge of the gasket goes towards the grooved flange, no other gaskets necessary.
2) Connect the suction and discharge flanges to the flanged mainline spools (supplied by others).
3) Pour thrust blocks as needed.
4) Test for leaks.

C) ELECTRICAL CONNECTION

1) Land the conduits and wires inside the VFD panel.
2) Confirm the supplied power voltage and phase is correct and matches the specification.
3) Terminate AC line wires at the top of the breaker labeled "CUSTOMER SUPPLY" and ground on the appropriate grounding lug.
4) Terminate 24VAC control wires to the terminal strip labeled "24R1 & 24N1" for pump start control. If a second pump start controller is being used terminate the second control to "24R2 & 24N2".
5) Make sure all wiring is done Per local code requirements.

D) START UP & WARRANTY

1) Verify the booster is installed properly, both plumbing and power connections are complete.
2) Contact V-Power Equipment Inc. for startup.
3) Standard Warranty is three years from date of delivery. For any warranty issues please call V-Power Equipment Inc.

V-POWER EQUIPMENT INC.
(916) 266-6743

DATE: 08/03/2022
DRAWN BY: MD

CA LIC. NO. 1088426
CHECK BY: CM

COMMUNITY PARK - JM 50
ROSEVILLE, CA
CUSTOMFLOW INSTALLATION INSTRUCTION

SHEET 3 OF 3

2

1

REAR (ALLOW 36" CLEARANCE)

42.00
36.00

FRONT (ALLOW 36" CLEARANCE)

48.00
54.00

ITEM NO.	CUSTOMFLOW REFERENCE NUMBER: 87QUAD08032022-1-5VFD-230-1	QTY.
1	3" SUCTION GROOVED FOR FLANGE CONNECTION	1
2	3" DISCHARGE GROOVED FOR FLANGE CONNECTION	1
3	0-160 PRESSURE GAUGE	2
4	3" AN 7811-3 GROOVED CHECK VALVE	1
5A	3" AN 7721-3 GROOVED BUTTERFLY VALVE FOR ISOLATION	1
5B	2-1/2" AN 7721-3 GROOVED BUTTERFLY VALVE FOR ISOLATION	1
6A	3" BYPASS FOR OPERATION DURING MAINTENANCE	1
6B	3" AN 7721-3 GROOVED BUTTERFLY VALVE WITH YELLOW HANDLE FOR BYPASS	1
7	CUSTOM TEMPERATURE SWITCH PONG	1
8	EFFECTOR PRESSURE TRANSDUCER 2424 0-200 PSI	1
9	1/4" NPT HOLE WITH PLUG	1
10	BERKELEY PUMP B1-1/21PLS WITH BRONZE IMPELLER, RATED FOR 87 GPM AT 30 PSI INCREASE WITH 5 HP 3-PHASE, 3450 RPM, 208-230/460V ODP MOTOR	1
11	PUMP CONTROL PANEL MODEL CF230-1-15.9 WITH MITSUBISHI FR-D720-318-NA VFD, 50-AMP CIRCUIT BREAKER WITH 230V SINGLE-PHASE INPUT & THREE-PHASE OUTPUT WITH (2) PUMP START RELAY TERMINALS, 150 VA CONTROL TRANSFORMER, RELAY-RESET FOR CUSTOM TEMPERATURE SWITCH	1
12	ALUMINUM TWO PIECE ENCLOSURE SIZE 48"x36"x40"x38", PIVOT TOP, SLANTED ROOF, POWDER COATED DARK GREEN COLOR, ALUMINUM BRACKETS AND STEEL HARDWARE	1
13	LEVEL CONCRETE PAD SIZE 42"x54", 4" THICK AND 1" ABOVE SURROUNDING GRADE, TOOL EDGES 1/2"; NOTE THE INLET/OUTLET ARE LOCATED ON THE RIGHT SIDE FACING THE FRONT. ALLOW 36" CLEARANCE IN FRONT AND REAR FOR SERVICE ACCESS.	1
14	HOOD COVER & 110 CFM ORION COOLING FAN	1
NOTES	SINGLE-PHASE 230V ELECTRICAL SERVICE WITH 50-AMP BREAKER, GROUND AND CONTROL WIRES ARE REQUIRED. THE TWO CONDUITS AND WIRES ARE CONNECTED TO THE PANEL TERMINALS INSIDE THE ENCLOSURE. V-POWER EQUIPMENT TO PROVIDE SHOP ASSEMBLY, STARTUP, TRAINING AND OWNERS MAUNAL. PHONE (916) 266-6743, 4201 WEST CAPITOL AVE, WEST SACRAMENTO, CA 95691.	

V-POWER EQUIPMENT INC.
(916) 266-6743

DATE: 08/03/2022
DRAWN BY: MD

CA LIC. NO. 1088426
CHECK BY: CM

COMMUNITY PARK - JM 50
ROSEVILLE, CA
48X36 CUSTOMFLOW SPECIFICATION

SHEET 1 OF 3

1

IRRIGATION BOOSTER PUMP ASSEMBLY

NOT TO SCALE

2

1

FRONT

RIGHT SIDE

24.00

2

1

3

4

FLANGE CONNECTION DETAIL

1. FINISH GRADE 1" BELOW SURFACE OF CONCRETE SLAB
2. GROOVED FLANGE ADAPTOR TO CONNECT TO UNDERGROUND PLUMBING
3. BOOSTER PLUMBING DISCHARGE
4. BOOSTER PLUMBING SUCTION
NOTE: POUR CONCRETE THRUST BLOCKS WHERE NEEDED & TEST FOR LEAKS

54.00
42.00
18.00
15.00
24.00

1

2

3

4

FRONT

CONCRETE SLAB DETAIL

1. SLAB DIMENSIONS 54"X42", 4"THICK *ALLOWS FOR 3" APRON AROUND BOOSTER ENCLOSURE
2. ELECTRICAL CONDUIT, 1" SPACING BETWEEN CONDUITS *CRITICAL LOCATION
3. SUCTION PLUMBING LOCATION
4. DISCHARGE PLUMBING LOCATION
NOTE: ALLOW 36" CLEARANCE IN FRONT AND REAR FOR SERVICE ACCESS.

ANCHORING DETAIL

ANCHOR ALL FOUR CORNERS OF BOOSTER USING ATTACHED ANCHOR POINTS. RECOMMEND USING WEDGE TYPE ANCHOR BOLTS SIZE 3/8"x3"

4.00
1

V-POWER EQUIPMENT INC.
(916) 266-6743

DATE: 08/03/2022
DRAWN BY: MD

CA LIC. NO. 1088426
CHECK BY: CM

COMMUNITY PARK - JM 50
ROSEVILLE, CA
FLANGE & 54X42 CONCRETE SLAB DETAIL

SHEET 2 OF 3

2

IRRIGATION BOOSTER PUMP PAD

NOT TO SCALE

QUADRIGA

landscape architecture and planning, inc.
SACRAMENTO | SANTA ROSA
916.441.2129 | www.quadriga-inc.com

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CWJ - 500100
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JOHN BYOUK PARK (JM-50)
100% Construction Documents

APN 498-010-030-000
4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

Stamp

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No.	Description	Date

Key Plan/Consultant Stamp

City of Roseville Approval

IRRIGATION DETAILS
BOOSTER PUMP

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

LI1.6

PLANTING LEGEND

TREES FOR NON-TURF AREAS		CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING	QTY	DETAIL
	LAG IND	Lagerstroemia indica 'Watermelon Red' / Crape Myrtle	15 gal	Low	Per Plan	4	PK-20 & PK-21 / LP1.4	
	QUE DOU	Quercus douglasii / Blue Oak	15 gal	Very Low	Per Plan	15	PK-20 & PK-21 / LP1.4	
	QUE LOB	Quercus lobata / Valley Oak	15 gal	Low	Per Plan	20	PK-20 & PK-21 / LP1.4	
	QUE SUB	Quercus suber / Cork Oak	15 gal	Low	Per Plan	10	PK-20 & PK-21 / LP1.4	
	QUE WIS	Quercus wislizeni / Interior Live Oak	15 gal	Very Low	Per Plan	18	PK-20 & PK-21 / LP1.4	
TREES FOR TURF AREAS		CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING	QTY	DETAIL
	ACE BUE	Acer buergerianum / Trident Maple	15 gal	Medium	Per Plan	2	PK-20 & PK-21 / LP1.4	
	QUE VIR	Quercus virginiana / Southern Live Oak	15 gal	Medium	Per Plan	7	PK-20 & PK-21 / LP1.4	
	NYS SYL	Nyssa sylvatica / Tupelo	15 gal	Medium	Per Plan	2	PK-20 & PK-21 / LP1.4	
	PIS CHI	Pistacia chinensis / Chinese Pistache	15 gal	Low	Per Plan	25	PK-20 & PK-21 / LP1.4	
SHRUBS		CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING	QTY	DETAIL
	LOM IRA	Lomandra longifolia 'Breeze' TM / Breeze Mat Rush	1 gal	Low	36" O.C.	28	PK-18 & PK-19 / LP1.4	
	MUH RIG	Muhlenbergia rigens / Deer Grass	1 gal	Low	72" O.C.	22	PK-18 & PK-19 / LP1.4	
	MYO PUT	Myoporum parvifolium 'Putah Creek' / Putah Creek Trailing Myoporum	5 gal	Low	72" O.C.	31	PK-18 & PK-19 / LP1.4	
	ROS 338	Rosa x 'Noala' TM / Flower Carpet Coral Groundcover Rose	5 gal	Medium	36" O.C.	13	PK-18 & PK-19 / LP1.4	
GROUND COVERS		CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING	QTY	DETAIL
	HYD NAV	Hydroseed - Native Mix - See Written Specs	hydroseed	Non-Irrigated	Per Plan	130,267 sf		
	TUR RTF	Turf from seed / RTF Fescue	seed	High	Per Plan	144,494 sf		
SYMBOL	DESCRIPTION	QTY	DETAIL					
	Rock Cobble Mulch; 4" Dia to 8" Diameter Cobbles	4,922 sf	1 / LP1.4					
	Planting Area - Bark only on Surface: 3" Depth	13,292 sf						

PLANTING NOTES

- The plant count is provided for the convenience of the Contractor. The Contractor shall verify all plant counts and if a discrepancy exists, the plan shall govern.
- Substitution of specified plant material shall not be made unless otherwise approved by the City of Roseville. Certificates of compliance will not be completed for projects which exceed the water use of specified plant materials until conformance with the water efficient landscape requirements is achieved.
- Finish grade in planter areas shall be 2" below the top of adjacent curbs, walks or paved areas. Finish grade shall be smooth and even prior to installation of 3" bark mulch. All landscape areas not covered with live material shall be covered with 3" of bark mulch.
- Planting areas shall be kept clean and free from all waste materials such as concrete, asphaltic waste, lumber or other such materials. Waste materials shall be removed by excavation of the soil. Replace with clean native top soil.
- See details and specifications for procedures, material, and installation requirements.
- Imported top soil (if required) shall be fertile, friable sandy loam of uniform composition. Clay particles shall not exceed 9% by volume. The soil shall be free from subsoil, refuse, roots, rocks over 1" in diameter or other deleterious material. The imported soil shall be capable of sustaining healthy plant life, native top soil shall be used where available prior to importing soil. A soils report shall be provided for all imported top soils, per specifications.
- Adjacent streets, sidewalks and other areas shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- Any damaged or destroyed landscaping shall be replaced to the satisfaction of the Owner's Representative.
- Erosion control matting shall be installed on all slopes 3:1 or greater. Overlap edges of Erosion control matting two (2) inches. Use jute matting staples at a rate of 200 staples per 900 square feet of jute matting for stabilization.
- Soil sample reports and irrigation water suitability report shall be reviewed by Landscape Architect prior to amending soils, per specifications.

NATIVE HYDROSEED MIX DESCRIPTION

- 1.01 Native Hydroseed**
- A. Where required, Hydroseed shall be applied as follows:
- Upland areas (to 3' above swale bottom)

Elymus glaucus (Blue Wildrye)	10.0 lbs/acre
Nassella pulchra (Purple Needlegrass)	9.0 lbs/acre
Nassella cernua (Nodding Needlegrass)	6.0 lbs/acre
Melica californica (Californiameljc)	3.0 lbs/acre
Vulpia microstachys (Small Fescue)	3.0 lbs/acre
Poa secunda (Native Pine Bluegrass)	3.0 lbs/acre
Bromus carinaws (California Brome)	2.0 lbs/acre
 - Wildflowers

Clarkia amoena (Farewell to Spring)	0.5 lbs/acre
Eschscholzia californica (California Poppy)	2.0 lbs/acre
Lupinus nanus (Sky Lupine)	3.5 lbs/acre
Nemophila menziesii (Baby Blue Eyes)	1.5 lbs/acre
Lasthenia californica (Common Goldfields)	1.5 lbs/acre

4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

REGISTERED LANDSCAPE ARCHITECT

CHRISTINE TALBOT

#5226

SIGNATURE

1/31/25

RENEWAL DATE

3/12/24

DATE

STATE OF CALIFORNIA

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Key Plan/Consultant Stamp

City of Roseville Approval

PLANTING PLAN

Project Number: 21-1745

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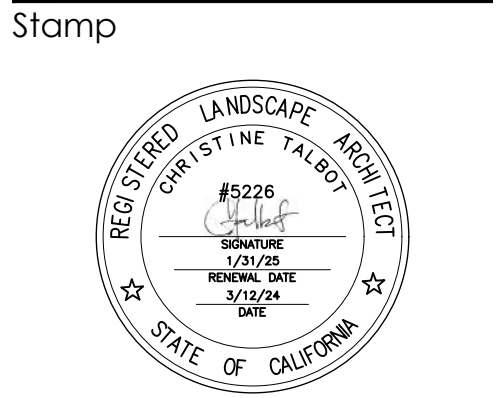
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JOHN BYOUK PARK (JM-50)
100% Construction Documents

APN 498-010-030-000
4651 UPLAND DR
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PLANTING PLAN
CENTER

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

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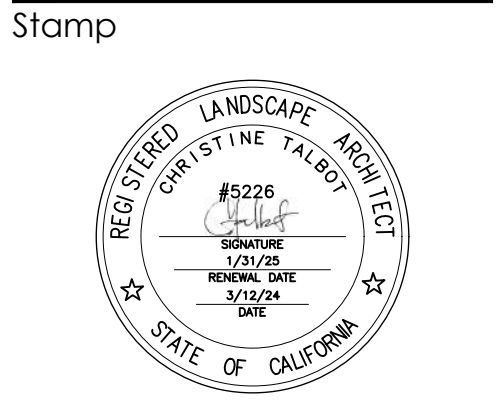
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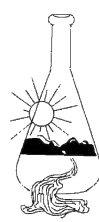
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No.	Description	Date

Key Plan/Consultant Stamp

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PLANTING PLAN
WEST

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

Date Reported 02/25/2022
Date Submitted 02/18/2022

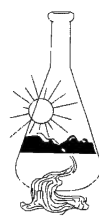
To: Barrett Olson
Quadriga
141521st Street, Studio A
Sacramento, CA 95811

From: Gene Oliphant, Ph.D. / Sandy Morrey
General Manager / Lab Manager

The reported analysis was requested for the following:
Location: JM-50 Site ID: ROSEVILLE-JM50
Thank you for your business.

* For future reference to this analysis please use SUN # 86745-180538.

SOIL ANALYSIS		
Saturation Percent (SP)	33	Soil Texture Sandy Loam
pH	5.17	
E.C.	0.37	mmho/cm
Tot.Dissolved Salts	44.8	ppm
Infiltration Rate (in/hr)	0.75	
% Organic Matter	2.6	
C.E.C.	4.7	meq/100g
Sodium Absorption Ratio (SAR)	2.8	
Exchangeable Sodium Percent (ESP)	2.8	
Line Req.	33.6	#/1000 sq.ft.
est. Nitrogen Release	1.2	#/1000 sq.ft.
Nitrate	5.05	ppm
Phosphorus	0.45	ppm
Potassium	36.54	ppm
Sulfur	4.59	ppm
Chloride	No Test	
Carbonates	No Test	
Sodium	30.13	ppm
Calcium	650.58	ppm
Magnesium	146.69	ppm
Boron	0.15	ppm
Copper	No Test	
Iron	No Test	
Manganese	No Test	
Zinc	No Test	
Very Low Low Adequate Excessive		



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

DATE 02/25/2022
SUN NUMBER 180538

Information requested by:
Barrett Olson
Quadriga

Information for:
JM-50
Sample ID: ROSEVILLE-JM50

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

SOIL pH (Acidity and Alkalinity)

The pH of this sample indicates the soil is moderately acid and should be modified for non acid-tolerant plants. Apply 34 pounds of Dolomite lime per 1000 sq.ft. and work into ground before planting.

DISSOLVED SALTS (Indicated by E.C. & TDS)

These conditions are in the normal range for plant growth.

SOIL TEXTURE AND RATE OF WATER INFILTRATION

The infiltration rate for all soil textures decreases with increasing ground slope. At 0 to 4%, 5 to 8%, 9 to 15%, 16 to 18% and above 18% the infiltration rate of this sample decreases from 0.75 to 0.60, 0.45, 0.30, 0.19, respectively. Infiltration rate also decreases with percent of ground cover and by compaction.

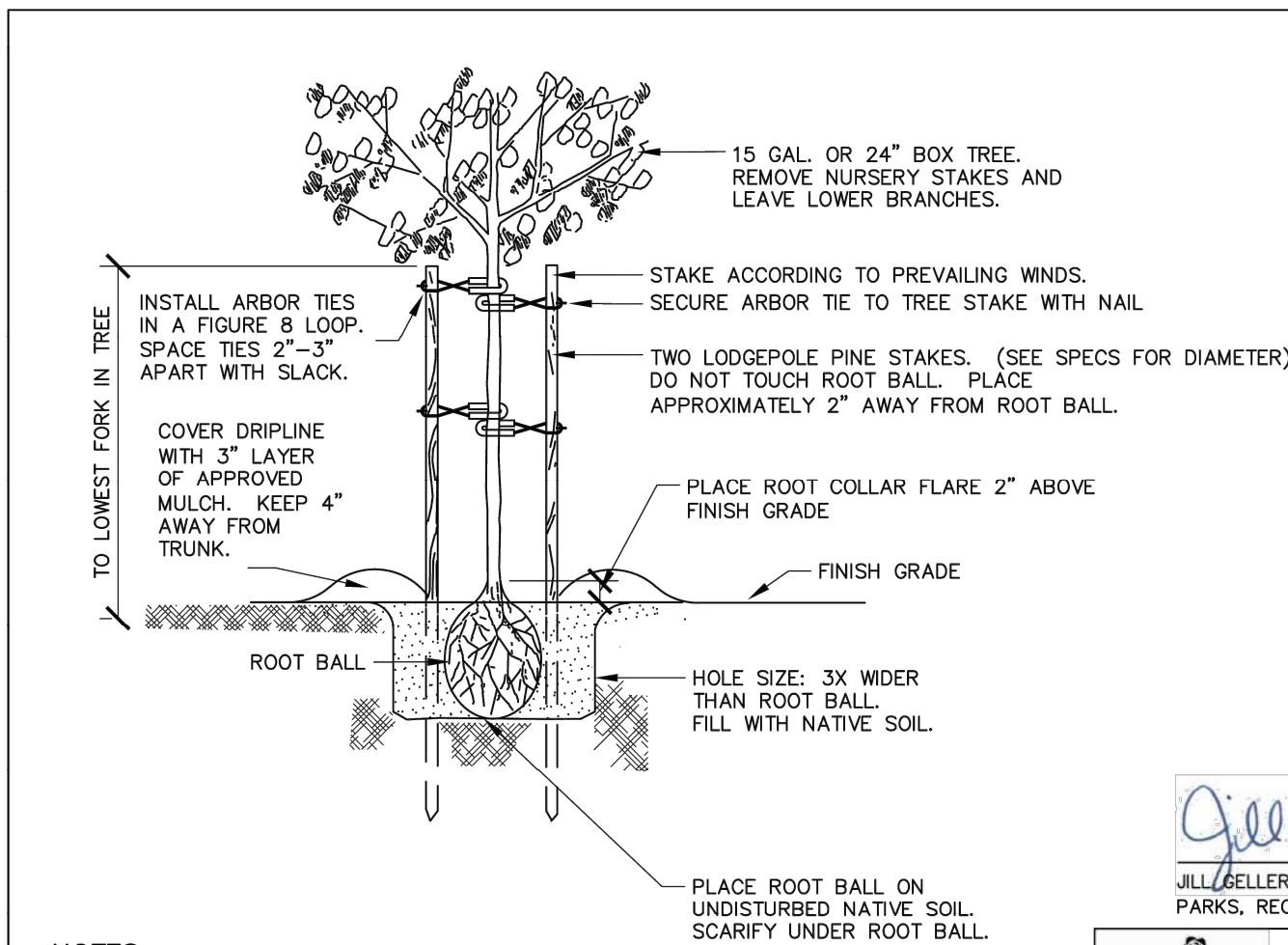
WATER PENETRATION OF SOIL DUE TO CHEMICAL CHARACTERISTICS

When exchangeable Sodium increases in the soil, water penetration decreases. Based on SAR and ESP values this sample has no penetration problem due to soil Sodium. No Oypum required.

ORGANIC MATTER

Organic matter provides a slow nitrogen release and aids water retention.

This sample has a moderate Organic Matter content. To maintain moisture and provide sustained nitrogen release a level of 10% organic matter is recommended. This can be accomplished by adding 4 yards per 1000 sq.ft. of ground fir bark that is approximately 75% organic matter (i.e. typically found in ground fir bark which also has naturally low salt and boron concentrations). In California, the MRECO ordinance requires a fixed application of four yards of COMPOST if the soil organic matter is less than 6%. However, of significant concern when applying COMPOST is the potential for the compost to have high salt, high boron content, high C to N ratio and having a highly variable pH (very high to very low). All of these COMPOST characteristics can have very negative effect on plant growth. Take care by having the compost analysed or by seeing a recent analysis of the compost to be used.



NOTES

- SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
- FOR LAWN AREAS: PROVIDE A 3" DIA. AREA FREE OF TURF.
- TREES FURNISHED IN #16 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
- INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
- TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18". TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH A CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

Jill Geller, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

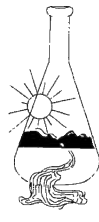


PARKS, RECREATION, & LIBRARIES DEPARTMENT

TREE PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-20



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

DATE 02/25/2022
SUN NUMBER 180538

Information requested by:
Barrett Olson
Quadriga

Information for:
JM-50
Sample ID: ROSEVILLE-JM50

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

SOIL BORON

Boron concentrations are in a range allowing normal plant growth.

SOIL NUTRIENT LEVELS: NITROGEN-PHOSPHORUS-POTASSIUM (N-P-K)

GENERAL N-P-K RECOMMENDATION

Use ONE of these NPK preparations for the first fertilizer application.

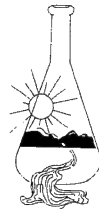
Standard NPK	Fertilizer	Preparations	6-24-24	5-20-10	16-16-16	0-10-10	28-3-4	21-0-0	Customer Choice
			17	N/A	N/A	N/A	N/A	N/A	**

GRASS ON SOIL PREPARATION

Fill in organic matter, N-P-K and micro nutrients in addition to any lime gypsum or sulfur as directed above. Smooth soil surface and follow seed or sod producers direction for moisture and product application.

TREES AND SHRUBS

Excavate holes for planting shrubs and trees to at least twice the volume of the container. Prepare backfill for tree and shrub planting holes by mixing three parts of native soil (or imported top soil) with one part organic amendment (preferably nitrogen and iron fortified) and 2.5 pounds of 6-24-24 per yard of mix. For extended fertilization, place slow release fertilizer tablets in each hole per manufacturer's instructions. If 6-24-24 was not directly added to backfill mix, during backfill apply uniformly 1/2 oz. of 6-24-24 per gallon containers, 2.5 oz. per 5 gallons, 6 oz. per 24 inch boxes.



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

DATE 02/25/2022
SUN NUMBER 180538

Information requested by:
Barrett Olson
Quadriga

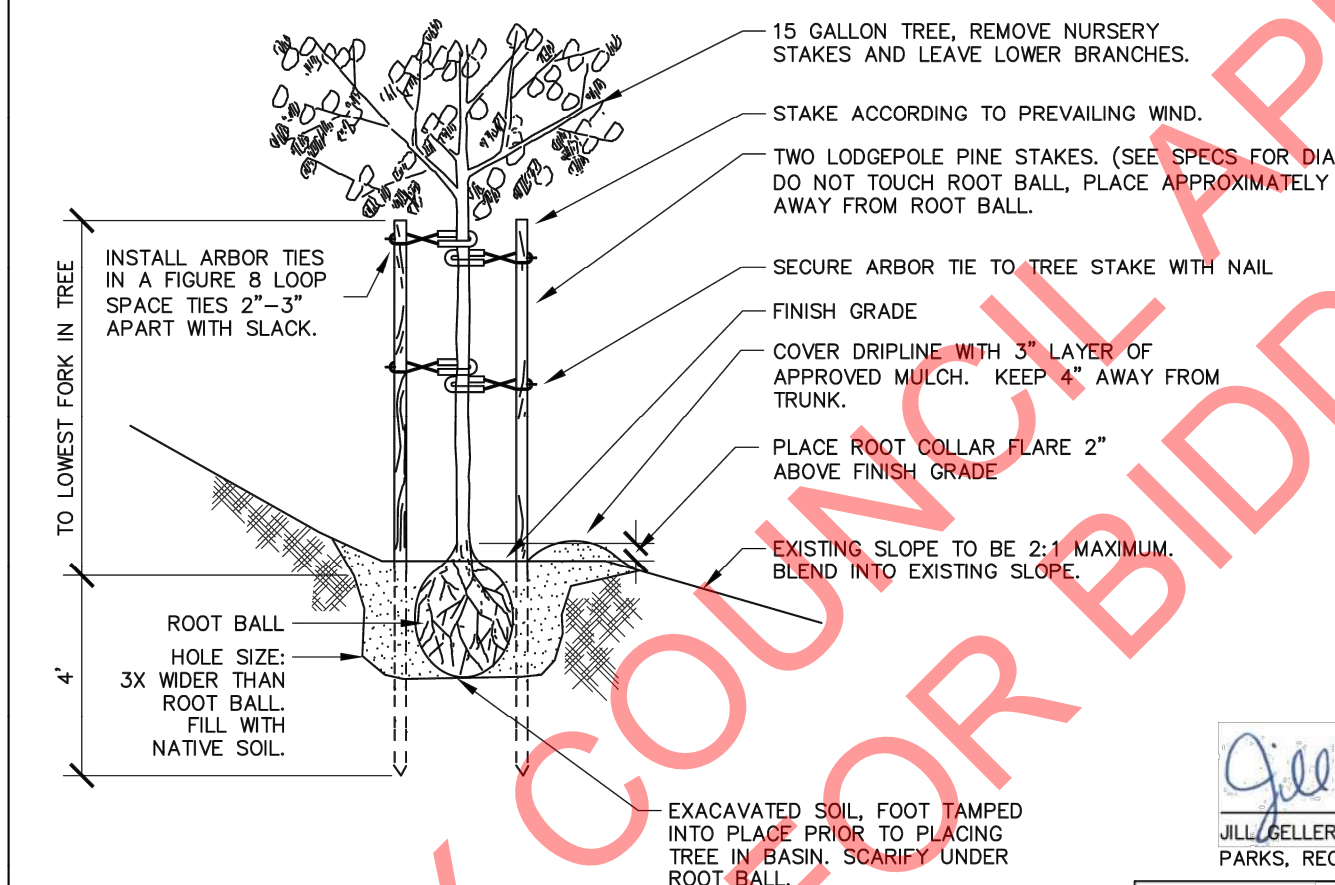
Information for:
JM-50
Sample ID: ROSEVILLE-JM50

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

Summary and Suggested Sequence of Soil Improvements (#/1000 Sq.Ft.)

Dolomite Lime	34	#	
Organic Amendment	4	Yd./1000 Sq.Ft. Bulk organic amendment (nitrified)	
		or in Calif. if Org.Mat. less than 6% use 4 yd compost.	
N-P-K Fertilizer		See above chart	
Magnesium	Low	Magnesium compensated for by Dolomite Lime	
Sulfate-Sulfur	2	# Ammonium Sulfate	

Maintenance Fertilization
Apply 5 pounds of Ammonium sulfate (21-0-0) per 1000 sq.ft. every month until plants become established. After established, apply 28-3-4 (or similar preparation) to provide desired growth rate and color.



NOTES

- SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
- TREES FURNISHED IN #16 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
- INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
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Jill Geller, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

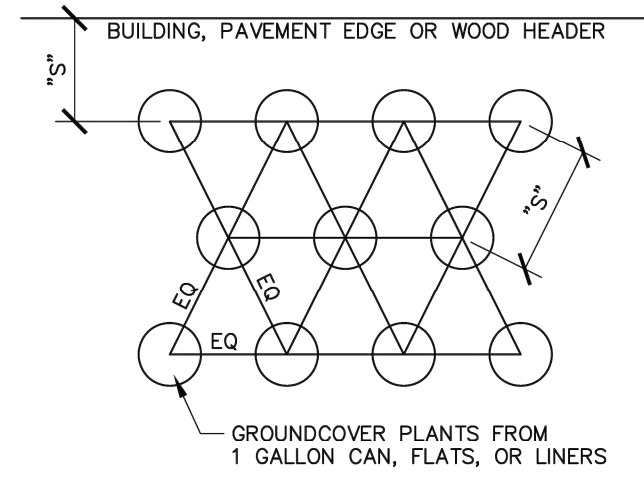


PARKS, RECREATION, & LIBRARIES DEPARTMENT

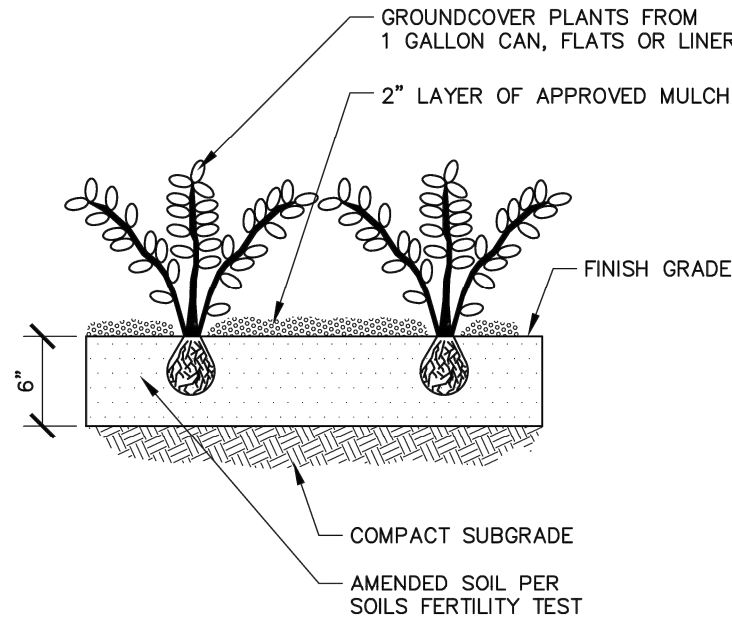
TREES ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-21



PLAN



SECTION

NOTES

- "S" REFERS TO PLANT SPACING, SEE PLANT TABLE ON CONSTRUCTION DOCUMENTS.

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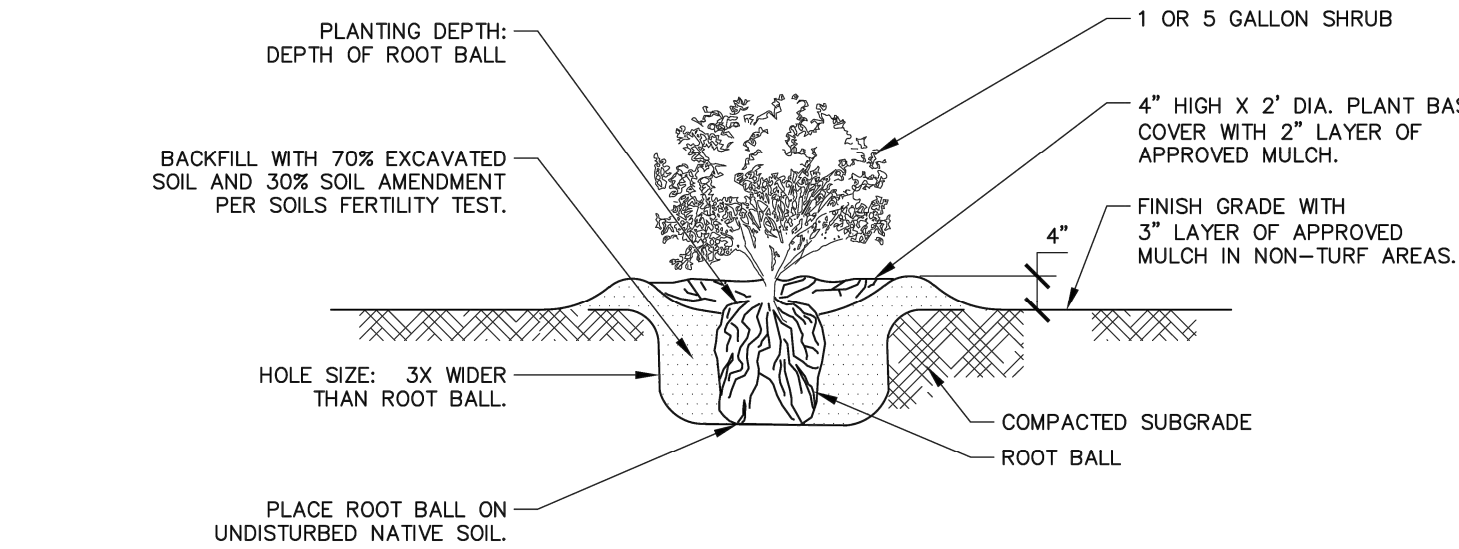


PARKS, RECREATION, & LIBRARIES DEPARTMENT

GROUNDCOVER PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-17



NOTES

- AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
- PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT PRIOR TO PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
- SCORE ROOT BALL IN VARIOUS LOCATIONS.

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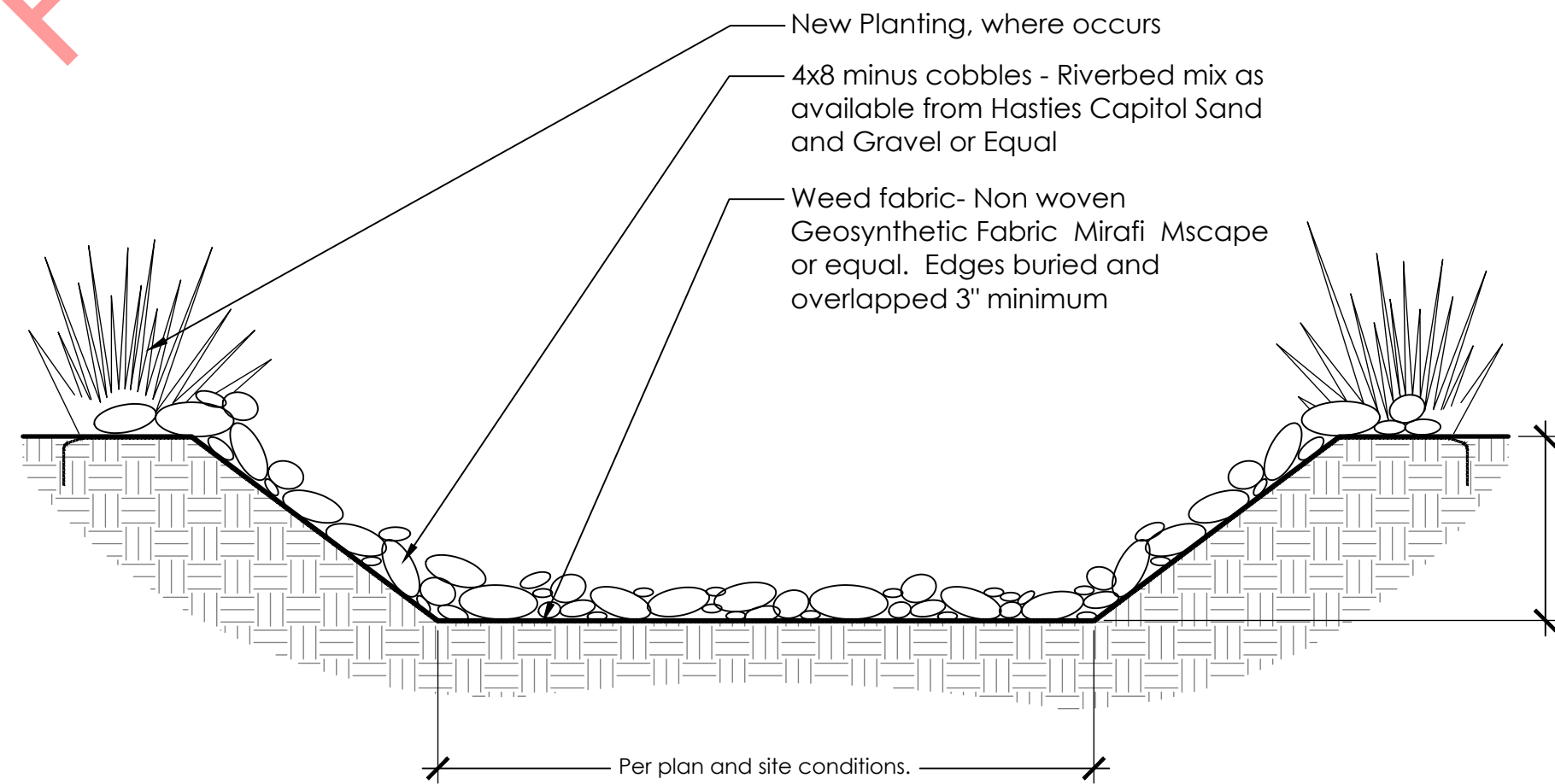


PARKS, RECREATION, & LIBRARIES DEPARTMENT

SHRUB PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-18



INSTALLATION NOTES:

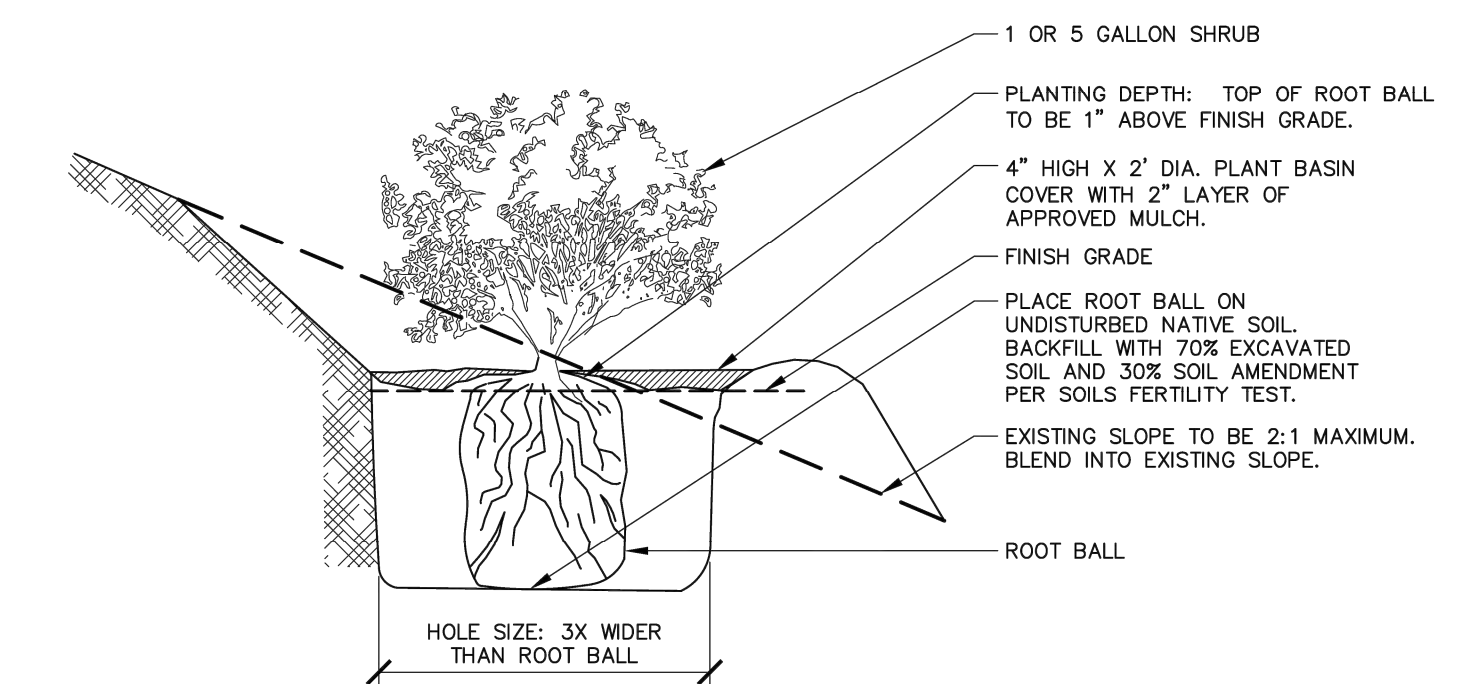
See Civil plans for drain inlet locations and installation details. Cobbles to be installed so that ground is completely covered and cobbles overlap- 8" min depth of stone.

1

TYPICAL BIOSWALE SECTION

NOT TO SCALE

P-PA-JMP-93



NOTES

- PLANTER AREAS SHALL HAVE PRE-EMERGENT HERBICIDE APPLIED BEFORE PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
- SUBSLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.
- SCORE ROOT BALL IN VARIOUS LOCATIONS.

Jill Geller, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR



PARKS, RECREATION, & LIBRARIES DEPARTMENT

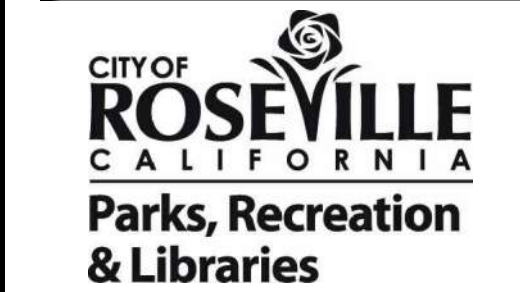
SHRUBS ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-19

QUADRIGA

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CWJ - 500100
EN - 24-0029
BD -

JOHN BYOUK PARK (JM-50) 100% Construction Documents

APN 498-010-030-000

4651 UPLAND DR

CITY PARK SITE JM50 - ROSEVILLE, CA 95747

Stamp

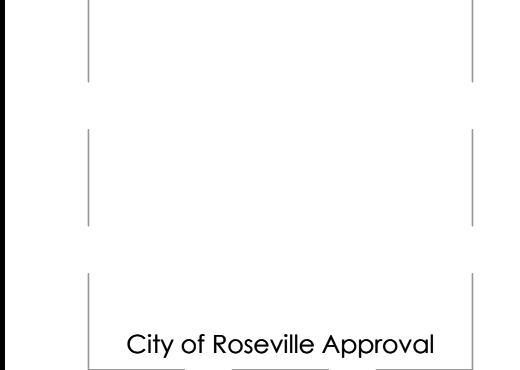


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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp



PLANTING DETAILS CITY STANDARDS & SOILS REPORT

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

LP1.4

MWEO CALCULATIONS

ETWU (Estimated Total Water Use) *Annual Gallons Required*

REGULAR LANDSCAPE AREA									
Valve #	Plant Type (Hydrozone)	Plant Factor	Irrigation Method	Irrigation Efficiency	ETAF (PF/E)	Area (#ft)	ETAF x Area	ETWU [Eto](0.62)(ETAF)(Area)	
1	Tree-L	0.2	Tree Bubbler	0.81	0.25	198	49	1,582	
2	Tree-L	0.2	Tree Bubbler	0.81	0.25	270	67	2,158	
8	Tree-L	0.2	Tree Bubbler	0.81	0.25	288	71	2,301	
13	Tree-L	0.2	Tree Bubbler	0.81	0.25	234	58	1,870	
19	Tree-L	0.2	Tree Bubbler	0.81	0.25	162	40	1,295	
30	Tree-L	0.2	Tree Bubbler	0.81	0.25	198	49	1,582	
31	Tree-L	0.2	Tree Bubbler	0.81	0.25	144	36	1,151	
32	Tree-L	0.2	Tree Bubbler	0.81	0.25	198	49	1,582	
24	Tree-M	0.5	Tree Bubbler	0.81	0.62	180	111	3,596	
26	Low	0.2	Spray	0.75	0.27	1,541	411	13,299	
28	Low	0.2	Spray	0.75	0.27	192	51	1,657	
29	Med	0.5	Shrub Bubbler	0.81	0.62	181	112	3,616	
					0.29	3,786	1,103	35,489	

SPECIAL LANDSCAPE AREA									
Valve #	Plant Type	Plant Factor	Irrigation Method	Irrigation Efficiency	ETAF (1 for SLA)	Area (#ft)	ETAF x Area	ETWU [Eto](0.62)(ETAF)(Area)	
3	High	0.8	Rotor	0.75	1.00	2,938	2,938	95,085	
4	High	0.8	Rotor	0.75	1.00	4,705	4,705	152,273	
5	High	0.8	Rotor	0.75	1.00	9,118	9,118	295,095	
6	High	0.8	Rotor	0.75	1.00	10,069	10,069	325,873	
7	High	0.8	Rotor	0.75	1.00	10,686	10,686	345,842	
9	High	0.8	Rotor	0.75	1.00	9,156	9,156	296,325	
10	High	0.8	Rotor	0.75	1.00	11,392	11,392	368,691	
11	High	0.8	Rotor	0.75	1.00	8,808	8,808	285,062	
12	High	0.8	Rotor	0.75	1.00	9,001	9,001	291,308	
15	High	0.8	Rotor	0.75	1.00	2,329	2,329	75,376	
16	High	0.8	Rotor	0.75	1.00	8,282	8,282	268,039	
17	High	0.8	Rotor	0.75	1.00	4,935	4,935	159,716	
18	High	0.8	Rotor	0.75	1.00	7,852	7,852	254,122	
20	High	0.8	Rotor	0.75	1.00	6,919	6,919	223,927	
21	High	0.8	Rotor	0.75	1.00	6,485	6,485	209,881	
22	High	0.8	Rotor	0.75	1.00	9,673	9,673	313,057	
23	High	0.8	Rotor	0.75	1.00	3,406	3,406	110,232	
25	High	0.8	Rotor	0.75	1.00	11,161	11,161	361,215	
33	High	0.8	Rotor	0.75	1.00	8,614	8,614	278,783	
34	High	0.8	Rotor	0.75	1.00	10,436	10,436	337,751	
					1.00	155,965	155,965	5,047,651	

	ETWU TOTAL	5,083,341
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TOTAL LANDSCAPE AREA	159,751
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MAWA (Maximum Applied Water Allowance) *Annual Gallons Allowed*

	Eto	0.62	ETAF	Area (#ft)	SLA (#ft)	MAWA [Eto](0.62)[(ETAF x LA)+ (1-ETAF)xSLA]
	52.2	0.62	0.45	159,751	155,965	5,102,790

The ETWU (5,083,341 gallons) is less than the MAWA (5,102,790 gallons), therefore this design complies with the California Code of Regulations Title 23, Waters - Model Water Efficient Landscape Ordinance.

IRRIGATION SCHEDULE: ESTABLISHMENT PERIOD

Station	GPM	Soil Type	Plant Type	Area Sq Ft	Irrigation Type	Kc (PI)	E	Precip In	No. of cycles	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total In/yr
1.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
2.0	7.5	0.7	Tree-L	270	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
8.0	8.0	0.7	Tree-L	288	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
13.0	6.5	0.7	Tree-L	234	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
19.0	5.5	0.7	Tree-L	162	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
30.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
31.0	4.0	0.7	Tree-L	144	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
32.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.4	0.7	1.3	1.9	2.5	2.9	3.1	2.7	2.1	1.4	0.7	0.4	15.47
24.0	5.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	1.0	1.8	3.2	4.9	6.4	7.3	7.7	6.8	5.2	3.5	1.7	1.0	38.67
26.0	16.4	0.7	Low	1,541	Spray	0.2	0.75	1.01	1	1.0	1.7	3.0	4.6	6.1	6.9	7.3	6.4	5.0	3.3	1.6	0.9	13.92
28.0	1.0	0.7	Low	192	Spray	0.2	0.75	0.68	1	2.4	4.2	7.8	11.7	15.3	17.4	18.4	16.2	12.5	8.5	4.0	2.3	16.20
29.0	3.3	0.7	Med	181	Shrub Bubbler	0.5	0.81	1.73	1	1.6	2.7	4.9	7.5	9.8	11.2	11.9	10.5	8.1	5.4	2.6	1.5	38.67
3.0	19.8	0.7	High	2,938	Rotor	0.8	0.75	0.65	1	7.1	12.5	22.5	34.4	45.3	51.8	54.4	48.2	37.1	24.6	11.8	6.8	46.82
4.0	30.0	0.7	High	4,705	Rotor	0.8	0.75	0.68	1	6.9	12.0	21.4	33.3	43.6	49.7	52.5	46.3	35.7	23.7	11.3	6.5	66.82
5.0	75.6	0.7	High	9,118	Rotor	0.8	0.75	0.80	1	5.8	10.2	18.3	28.2	36.9	42.1	44.4	39.2	30.2	20.0	9.6	5.5	66.82
6.0	75.6	0.7	High	10,069	Rotor	0.8	0.75	0.72	1	4.4	11.2	20.2	31.1	40.7	46.2	49.0	43.3	33.3	22.1	10.1	6.1	66.82
7.0	75.6	0.7	High	10,686	Rotor	0.8	0.75	0.68	1	6.8	11.9	21.4	33.0	43.2	49.3	52.0	45.9	35.4	23.5	11.2	6.5	66.82
9.0	63.0	0.7	High	9,156	Rotor	0.8	0.75	0.66	1	7.0	12.2	22.0	33.9	44.4	50.7	53.5	47.2	36.4	24.1	11.5	6.8	66.82
10.0	69.4	0.7	High	11,392	Rotor	0.8	0.75	0.59	1	7.9	13.8	24.8	38.2	50.0	57.1	60.3	53.2	41.0	27.2	13.0	7.5	66.82
11.0	75.6	0.7	High	8,808	Rotor	0.8	0.75	0.83	1	5.6	9.8	17.7	27.2	35.6	40.7	42.9	37.8	29.2	19.3	9.3	5.3	66.82
12.0	75.6	0.7	High	8,808	Rotor	0.8	0.75	0.82	1	5.7	9.9	17.9	27.3	36.0	41.1	43.4	38.3	29.3	19.4	9.4	5.4	66.82
15.0	45.0	0.7	High	2,329	Rotor	0.8	0.75	1.86	1	2.5	4.4	7.8	12.1	15.8	18.1	19.1	16.8	13.0	8.6	4.1	2.4	66.82
16.0	69.6	0.7	High	8,282	Rotor	0.8	0.75	0.81	1	5.7	10.0	18.0	27.8	36.4	41.5	43.8	38.7	29.8	19.8	9.4	5.4	66.82
17.0	30.2	0.7	High	4,935	Rotor	0.8	0.75	0.59	1	7.9	13.8	24.8	38.1	49.9	57.0	60.2	53.1	41.5	27.0	13.0	7.5	66.82
18.0	63.2	0.7	High	7,852	Rotor	0.8	0.75	0.78	1	6.0	10.5	18.8	29.0	38.0	43.4	45.7	40.4	31.1	20.6	9.9	5.7	66.82
20.0	50.4	0.7	High	6,919	Rotor	0.8	0.75	0.70	1	6.6	11.6	20.8	32.0	42.0	47.9	50.5	44.6	34.4	22.8	10.9	6.3	66.82
21.0	49.4	0.7	High	6,485	Rotor	0.8	0.75	0.75	1	6.2	10.8	19.5	30.0	39.3	44.9	47.4	41.8	32.2	21.4	10.2	5.9	66.82
22.0	63.0	0.7	High	9,673	Rotor	0.8	0.75	0.63	1	7.4	12.9	23.3	35.8	46.9	53.6	56.5	49.9	38.4	25.5	12.2	7.0	66.82
23.0	26.8	0.7	High	3,406	Rotor	0.8	0.75	0.59	1	7.9	13.8	24.8	38.2	50.0	57.1	60.3	53.2	41.0	27.2	13.0	7.5	66.82
25.0	46.0	0.7	High	11,161	Rotor	0.8	0.75	0.57	1	8.1	14.2	25.6	39.5	51.7	59.0	62.3	54.9	42.0	26.1	13.4	7.7	66.82
33.0	50.4	0.7	High	8,614	Rotor	0.8	0.75	0.56	1	8.2	14.4	25.9	39.9	52.2	59.6	62.9	55.5	42.8	26.4	13.6	7.8	66.82
34.0	22.0	0.7	High	10,436	Rotor	0.8	0.75	0.20	1	22.8	40.0	71.9	110.7	145.0	165.3	176.6	156.1	118.7	70.8	35.7	21.7	66.82

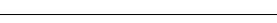
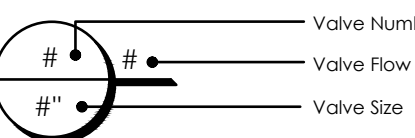
IRRIGATION SCHEDULE: ESTABLISHED LANDSCAPE

Station	GPM	Soil	Plant Type	Area	Irrigation Type	Kc (PI)	E	Precip In	No. of Cycles	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total In/yr
1.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
2.0	7.5	0.7	Tree-L	270	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
8.0	8.0	0.7	Tree-L	288	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
13.0	6.5	0.7	Tree-L	234	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
19.0	5.5	0.7	Tree-L	162	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
30.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
31.0	4.0	0.7	Tree-L	144	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
32.0	5.5	0.7	Tree-L	198	Tree Bubbler	0.2	0.81	2.68	1	0.3	0.6	1.1	1.6	2.1	2.4	2.6	2.3	1.7	1.2	0.6	0.3	12.89
24.0	5.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
26.0	1.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
28.0	1.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
29.0	1.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
30.0	1.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
31.0	1.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
32.0	1.0	0.7	Tree-M	180	Tree Bubbler	0.5	0.81	2.68	1	0.8	1.5	2.6	4.1	5.3	6.1	6.4	5.6	4.3	2.9	1.4	0.8	32.22
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3																						

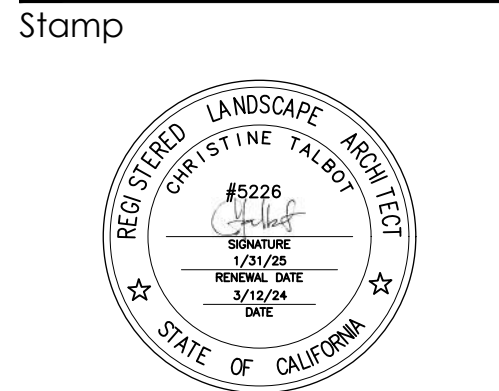
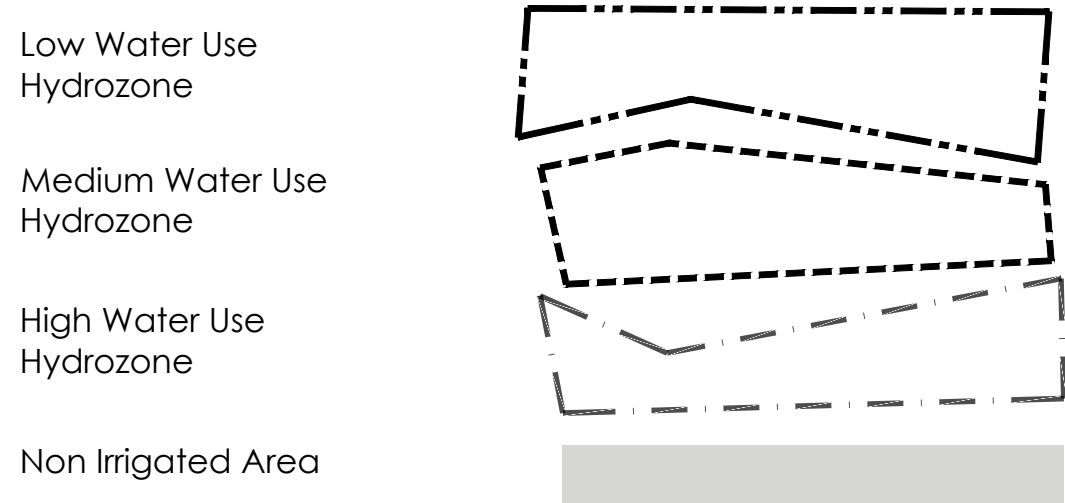
IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS	DETAIL
	Rain Bird R-VAN-STRIP RD-12-SAM-P45-NP Shrub Rotary, 5ft.x15ft. (LCS and RCS), 5ft.x30ft. (SST) Hand Adjustable Multi-Stream Rotary w/ RD1800 shrub spray on 12in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet. W/ Non-Potable Purple Cap	45			PK-8 / LI1.4
	Rain Bird R-VAN14 RD-12-SAM-P45-NP Shrub Rotary, 8ft.-14ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 shrub spray body on 12in. pop-up, w/ check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet. W/ Non-Potable Purple Cap.	45		14'	PK-8 / LI1.4
	Rain Bird 1812-SAM-PRS-NP-1400 Flood Flood Bubbler 12in. popup with check valve, pressure regulator and non-potable purple cap.	20	0.25	3'	PK-8 / LI1.4
	Rain Bird RWS-B-C-P (TWO PER TREE) 1401 Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube, Check Valve and Purple Grate. Rain Bird bubbler option as indicated: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.	30	0.25	3'	PK-9 / LI1.4
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS	DETAIL
	Rain Bird 6504-PC, FC-SS-NP 06 Turf Rotor, 4" Pop-Up, Stainless Steel Riser, Adjustable and Full Circle. With Removable Seal-A-Matic Check Valve, 1" Female Threaded Inlet. With Non-Potable Purple Cover.	50	5.5	44'	PK-8 / LI1.4
	Rain Bird 8005-SS-NP 04 Turf Rotor, 5" Pop-Up, Stainless Steel Riser, Standard Nozzle. With Seal-A-Matic Check Valve, Adjustable 50-330 arc, and 360 Non-Reversing Full-Circle. 1" (26/34) NPT. Extended Radius is Ideal for Large Turf Applications. Non-Potable Purple Cover.	50	3.8	33'	PK-7 / LI1.4
	Rain Bird 8005-SS-NP 08 Turf Rotor, 5" Pop-Up, Stainless Steel Riser, Standard Nozzle. With Seal-A-Matic Check Valve, Adjustable 50-330 arc, and 360 Non-Reversing Full-Circle. 1" (26/34) NPT. Extended Radius is Ideal for Large Turf Applications. Non-Potable Purple Cover.	50	6.6	42'	PK-7 / LI1.4
	Rain Bird 8005-SS-NP 14 Turf Rotor, 5" Pop-Up, Stainless Steel Riser, Standard Nozzle. With Seal-A-Matic Check Valve, Adjustable 50-330 arc, and 360 Non-Reversing Full-Circle. 1" (26/34) NPT. Extended Radius is Ideal for Large Turf Applications. Non-Potable Purple Cover.	50	12.6	50'	PK-7 / LI1.4

IRRIGATION_SCHEDULE (CONTINUED)

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	DETAIL
	Rain Bird PEB-NP-HAN 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Purple Handle for Non-Potable Water Use.	PK-15 / LI1.5
	Rain Bird 44-LRC-NP 1" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Non-Potable Purple Rubber Cover, and 2-Piece Body.	PK-14 / LI1.5
	Nibco T-113 - Gate Valve Line Sized. Install with purple handle	PK-11 / LI1.5
	Buckner-Superior 3300-RW 2" Normally Open Brass Master Valve that Provides Dirty Water Protection and No Minimum Flow Feature. With Purple Cross Handle for Reclaimed Water Use.	PK-2 / LI1.4
	Automatic Irrigation Controller Calsense CS3000 controller assembly by Ewing Irrigation. Part #: CS300-32-CS3-GR-KIT 4G LTE-STUBBY; See specs. Controller Mounted inside Calsense stainless steel pedestal enclosure. Include third party communications modem	PK-1 / LI1.4
	Flow Sensor FM-U Calsense Ultrasonic 1 1/2" Flow Meter.	PK-2 / LI1.4
	Booster Pump Single Phase 230V - 5 HP 3450 RPM Motor	1 & 2 / LI1.6
	Recycled Water Filter Amiad Filtration Systems, Semi-Automatic Filter, Red 130 micron filter element. Size to match RW meter, see Civil plans.	PK-4 / LI1.4
	Recycled Water Warning Information Sign Per City of Roseville Construction Standards and City of Roseville Standard Detail RW-9. Locate sign at all park enteries, See Irrigation Plans. (5) Total	
	Water Meter 2"	
	Irrigation Lateral Line: PVC Schedule 40-NP Sleeve under all paving. Purple Pipe designated for all Recycled Water Use. Size per plan.	PK- 6, & 10 / LI1.4
	Irrigation Lateral Line: PVC Class 315 SDR 13.5-NP Size per plan.	PK- 6, & 10 / LI1.4
	Irrigation Mainline: PVC Schedule 40 Potable Water to Infield Size per plan.	PK- 6, & 10 / LI1.4
	Irrigation Mainline: PVC Class 200 SDR 21-NP Non-Potable Water Size per plan.	PK- 6, & 10 / LI1.4
	Pipe Sleeve: PVC Schedule 40-NP Sleeve under all paving. Purple Pipe designated for all Recycled Water Use. Mainline Sleeve: 2 times pipe contained within Lateral Line Sleeve: Double Pipe diameter of pipe contained within.	PK- 5 / LI1.4
Not Shown	Control Wire Sleeve: 2x wire bundle	
	Valve Callout # Valve Number # Valve Flow # Valve Size	

IRRIGATION_HYDROZONE AREAS



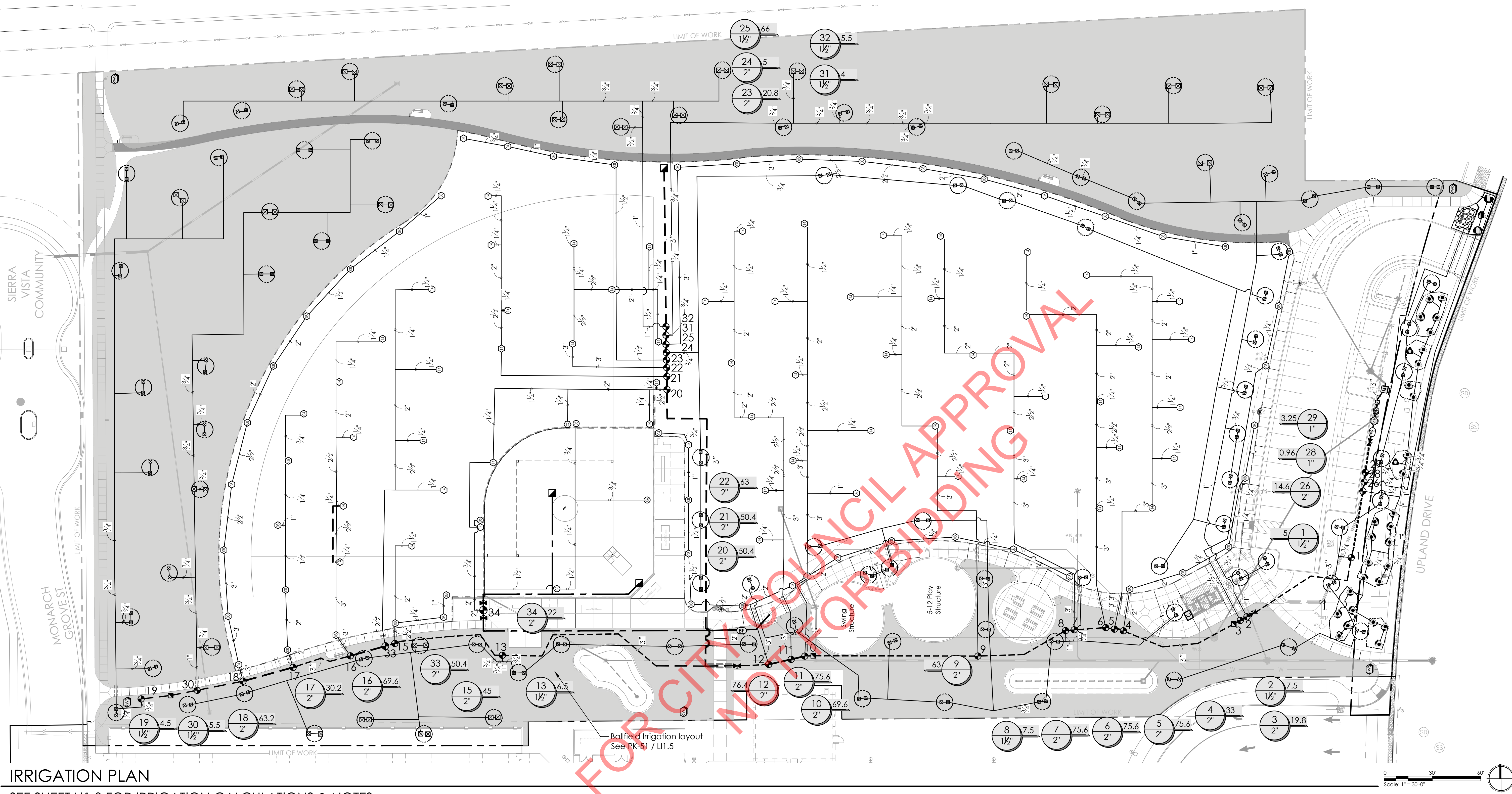
Issuances & Revisions		
No.	Description	Date

Key Plan/Consultant Stamp

City of Roseville Approval

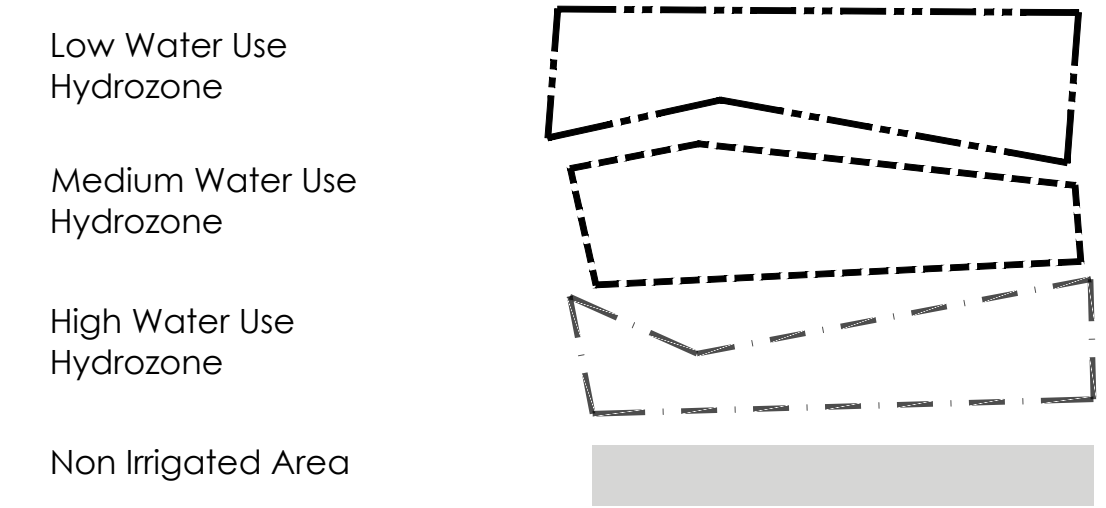
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Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

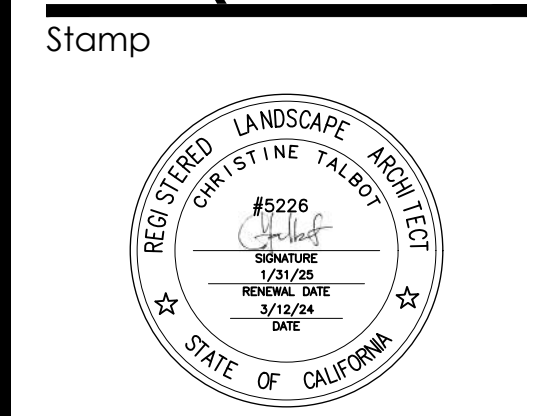


IRRIGATION PLAN
SEE SHEET LI1.0 FOR IRRIGATION CALCULATIONS & NOTES

IRRIGATION HYDROZONE AREAS



JOHN BYOUK PARK (JM-50)
100% Construction Documents
APN 498-010-030-000
4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

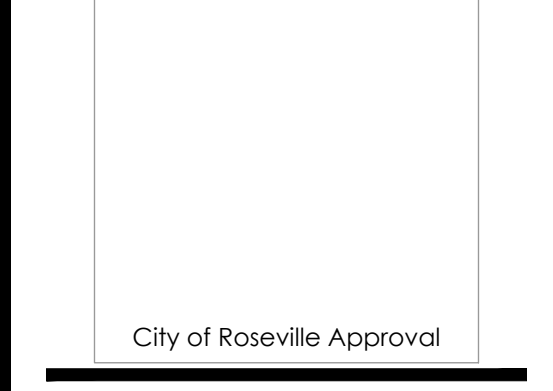


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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp



IRRIGATION PLAN

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

OMIT

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

(Omitted 12/15/23)

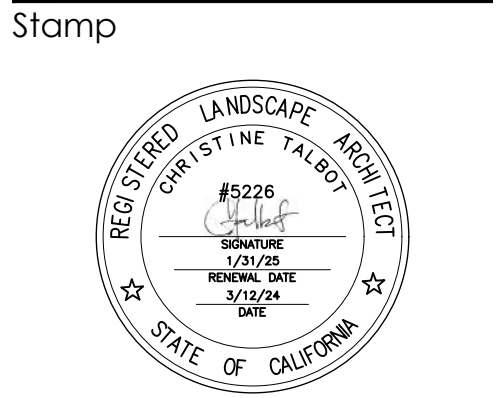
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100% Construction Documents

APN 498-010-030-000
4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747



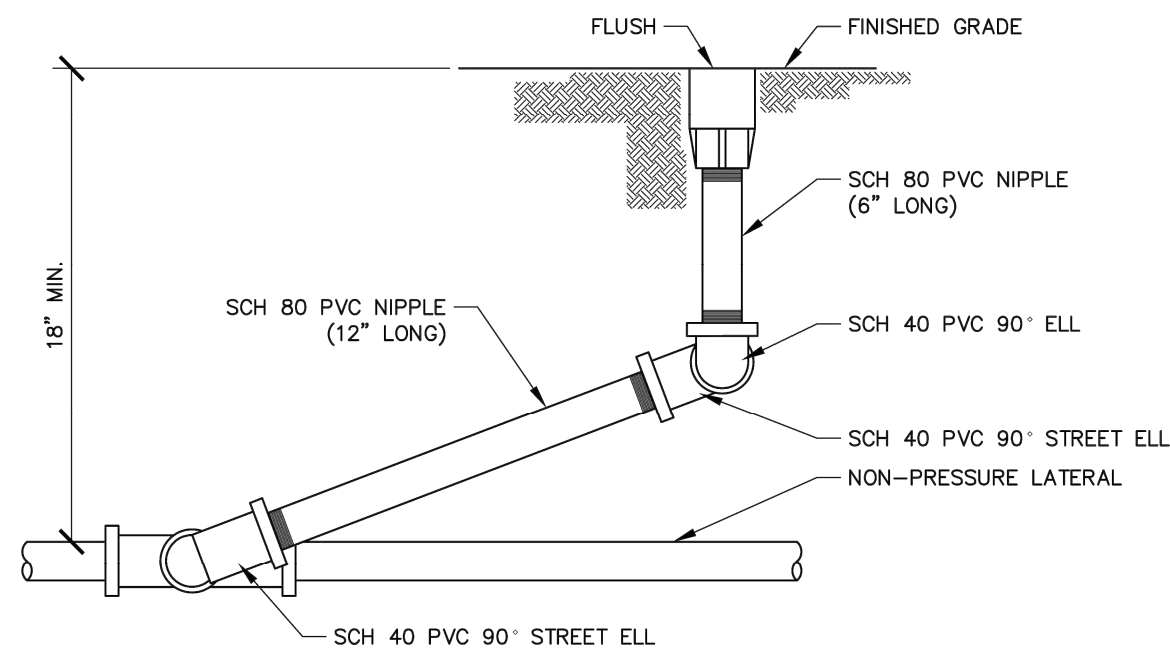
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Issuances & Revisions

No.	Description	Date

Key Plan/Consultant Stamp

City of Roseville Approval



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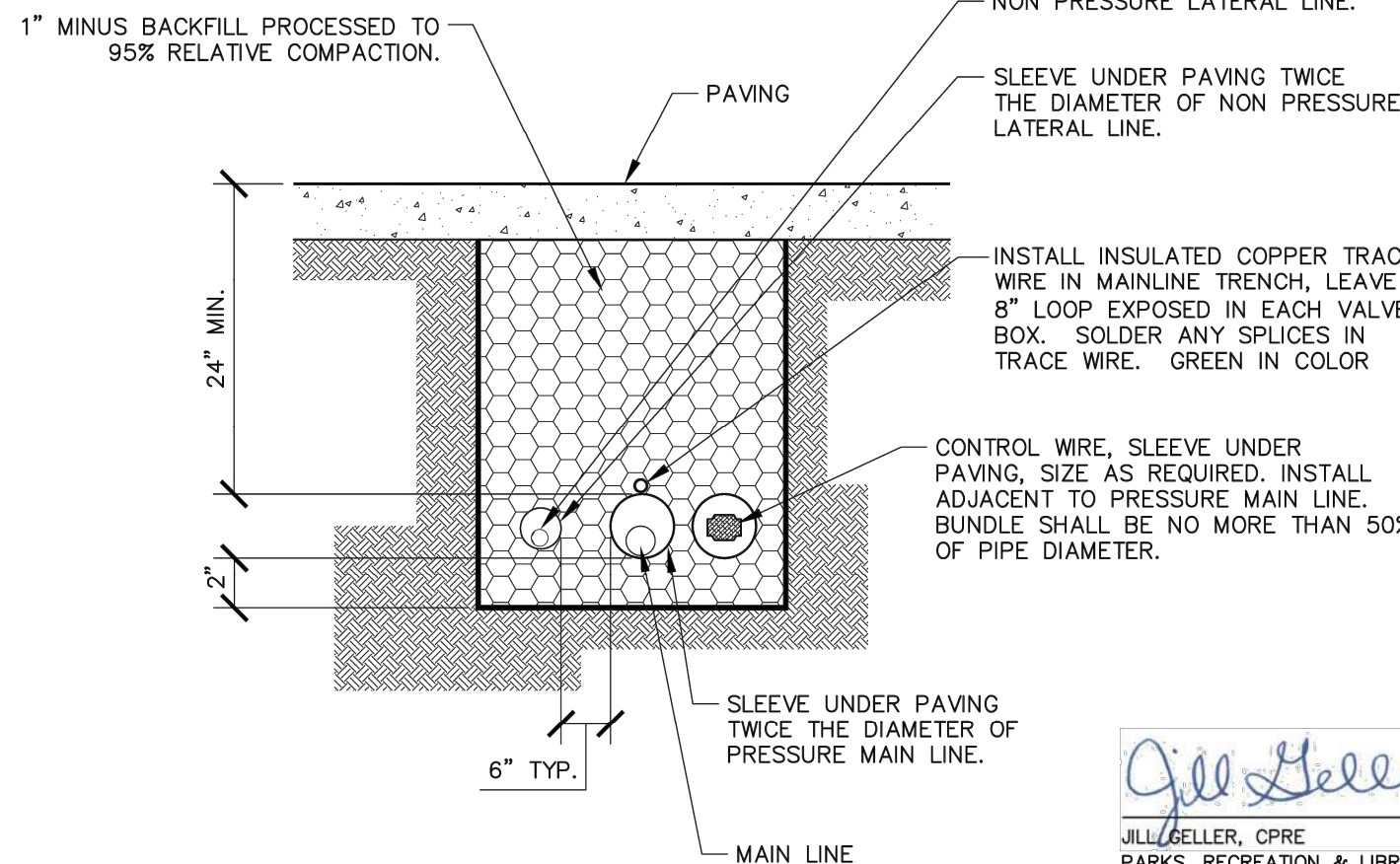
POP-UP SPRAY

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-8

NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELD REGULATIONS.
2. LOCATE SPRAY HEADS 12" FROM ALL STRUCTURES IN TURF AREAS AND 6" FROM ALL STRUCTURES IN GROUND-COVER AREAS.
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. PREFABRICATED SWING JOINT ARE ALLOWED, UPON APPROVAL.
5. 6" LONG SCH 80 PVC RISER NIPPLE NOT REQUIRED FOR 12" POP-UP HEADS.



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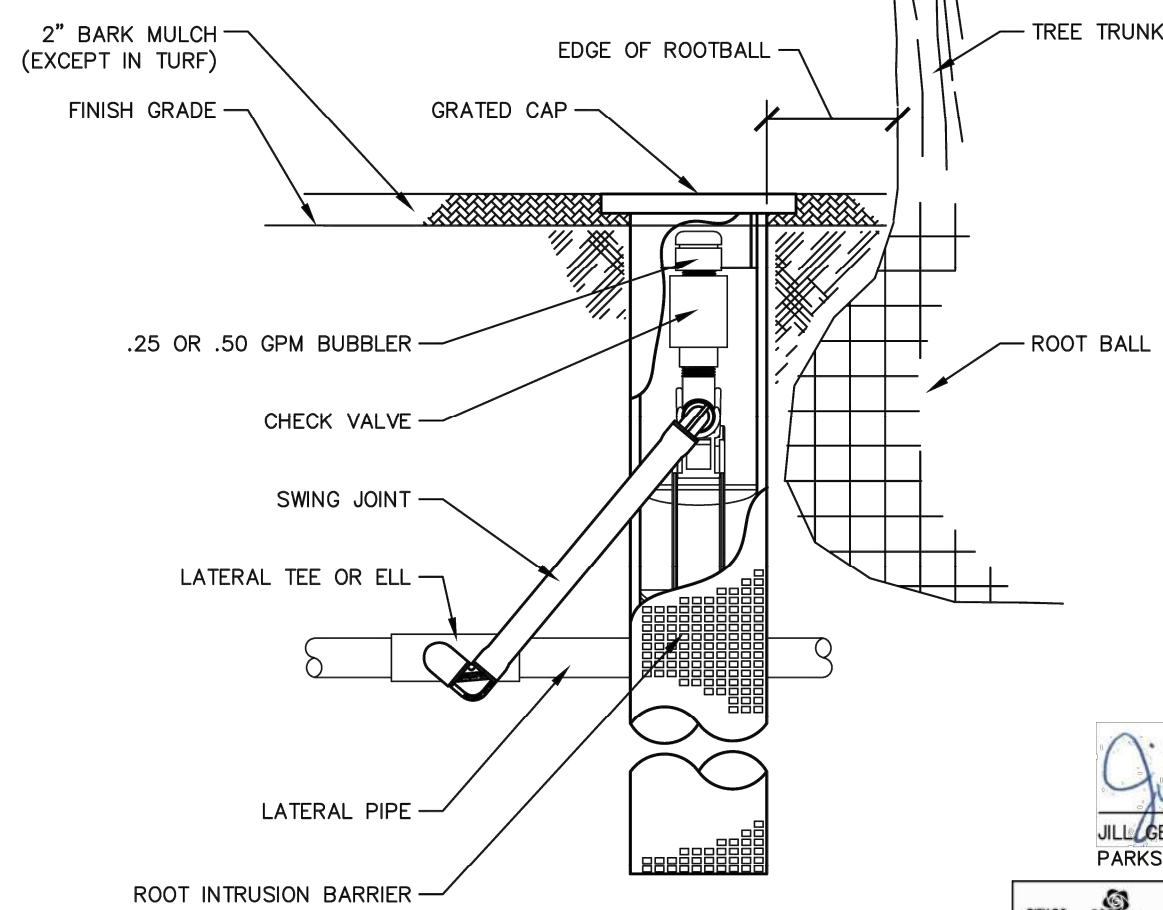
PIPE AT PAVEMENT

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-5

NOTES

1. ALL SLEEVES TO BE SCHEDULE 40 PVC.
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING.
3. CAP BOTH ENDS OF ALL SPARE SLEEVES AND MARK BOTH ENDS WITH JM LOCATOR BALLS.
4. INSTALL SPARE SLEEVE UNDER ROADWAYS



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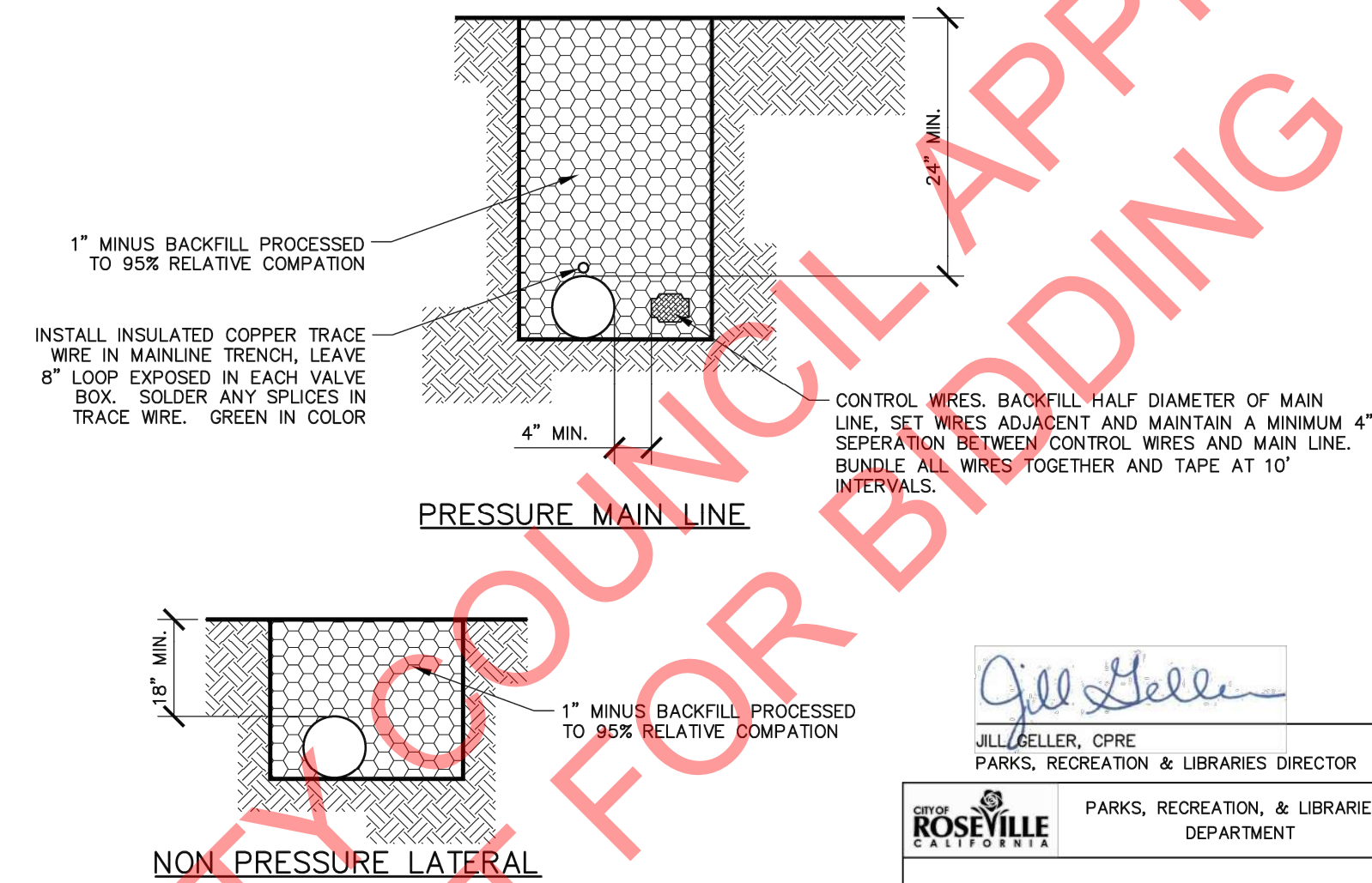
ROOT WATERING SYSTEM

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-9

NOTE

1. INSTALL FILTER FABRIC SLEEVE.
2. SEE PLANS AND SPECS FOR APPROVED MANUFACTURERS AND MODEL NUMBERS



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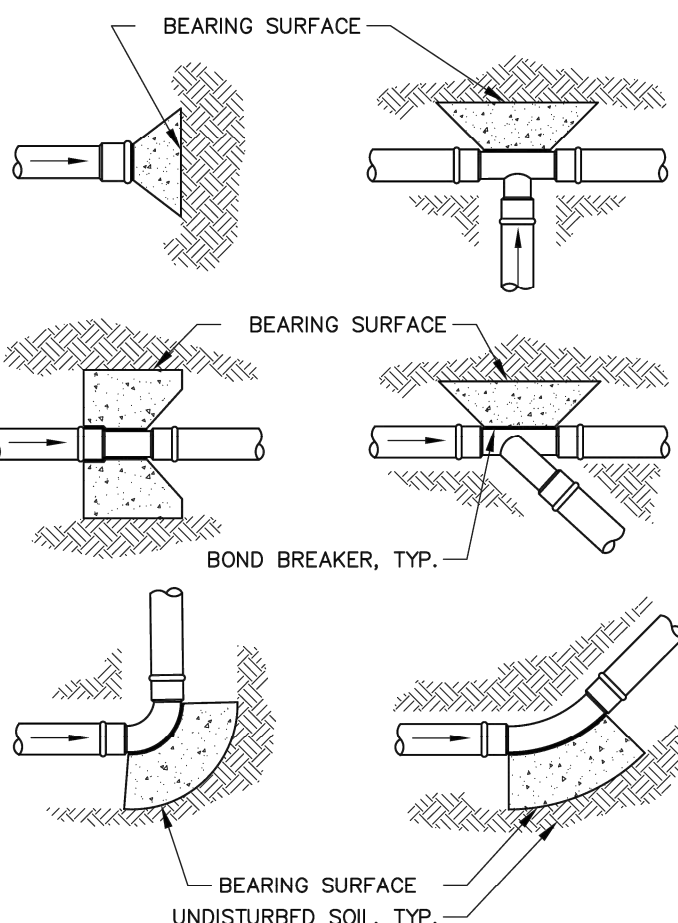
PIPE TRENCH

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-6

NOTES

1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.



MINIMUM BEARING SURFACE AREA				
PIPE SIZE	TEE AND PLUG	90 DEGREE BEND	45 DEGREE BEND	
1-1/2"	0.45 SQ. FT.	0.63 SQ. FT.	0.34 SQ. FT.	
2"	0.69 SQ. FT.	0.97 SQ. FT.	0.53 SQ. FT.	
2-1/2"	1.0 SQ. FT.	1.41 SQ. FT.	0.77 SQ. FT.	
3"	1.48 SQ. FT.	2.10 SQ. FT.	1.14 SQ. FT.	
4"	2.43 SQ. FT.	3.45 SQ. FT.	1.87 SQ. FT.	
6"	5.25 SQ. FT.	7.41 SQ. FT.	4.02 SQ. FT.	
8"	9.08 SQ. FT.	12.83 SQ. FT.	6.96 SQ. FT.	
10"	14.93 SQ. FT.	21.07 SQ. FT.	11.44 SQ. FT.	

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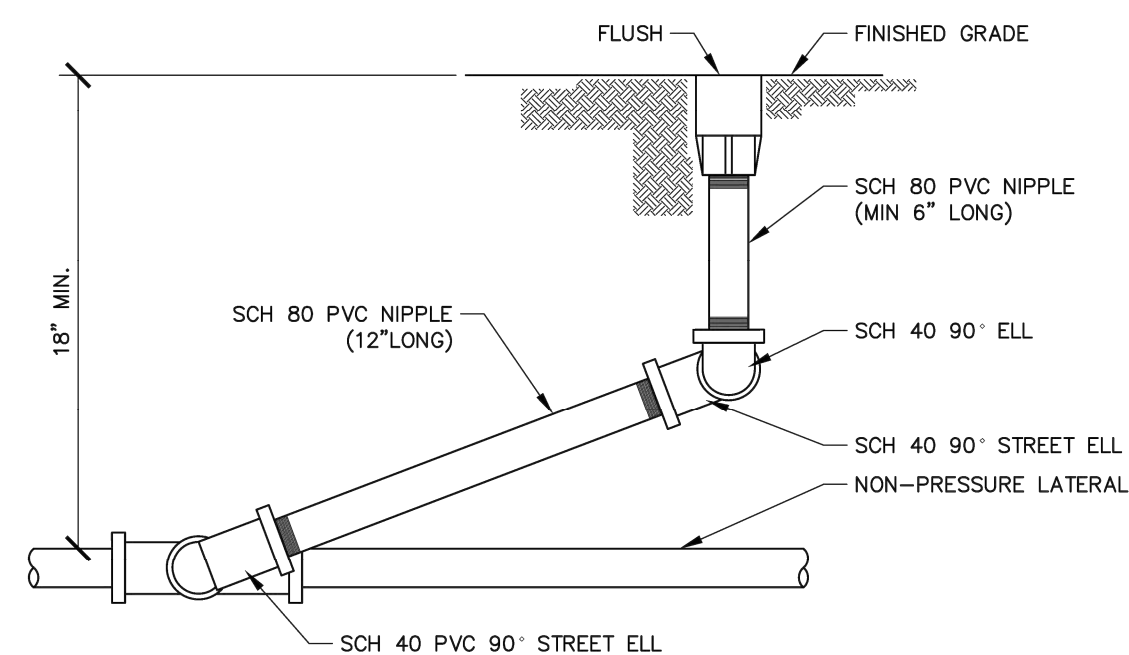
THRUST BLOCKS

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-10

NOTES

1. SIZE THRUST BLOCKS AS SPECIFIED ABOVE.
2. DO NOT ENCASE CONTROL WIRES IN THE CONCRETE.
3. ALL FITTINGS MUST BE WRAPPED WITH POLYETHYLENE TO PREVENT CONCRETE FROM ADHERING TO BOLTS OR PIPES.
4. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS.



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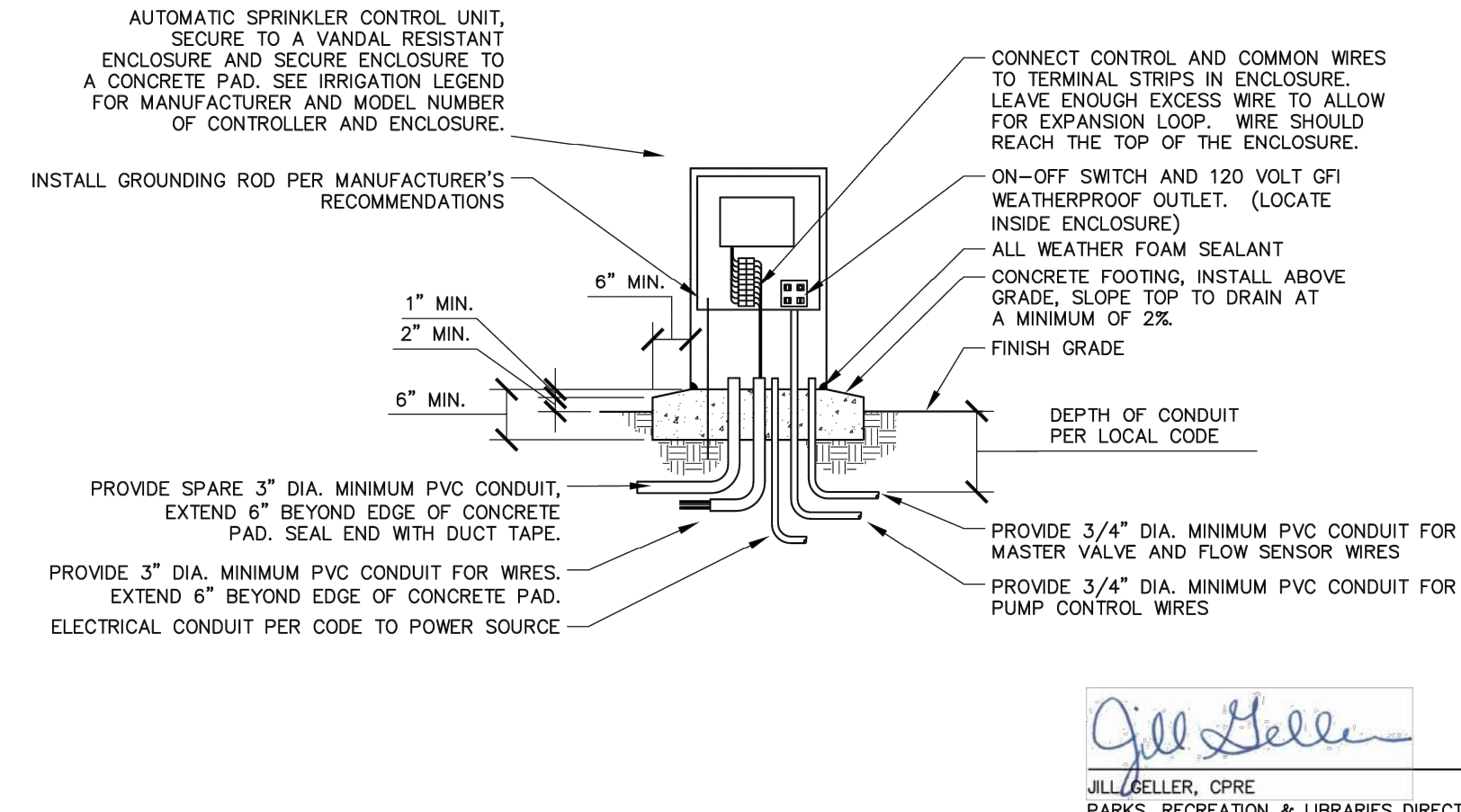
POP-UP ROTOR

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-7

NOTES

1. LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, AND HEADER BOARDS, OR AS REQUIRED BY CURRENT WELD REGULATIONS.
2. LOCATE HEAD 12" FROM ALL STRUCTURES
3. USE TEFLON TAPE ON ALL THREADED FITTINGS. DO NOT USE MARLEX FITTINGS.
4. SWING JOINT ASSEMBLY PIPE SIZE MUST MATCH INLET SIZE OF SPRINKLER.
5. PREFABRICATED SWING JOINTS ARE ALLOWED, UPON APPROVAL.



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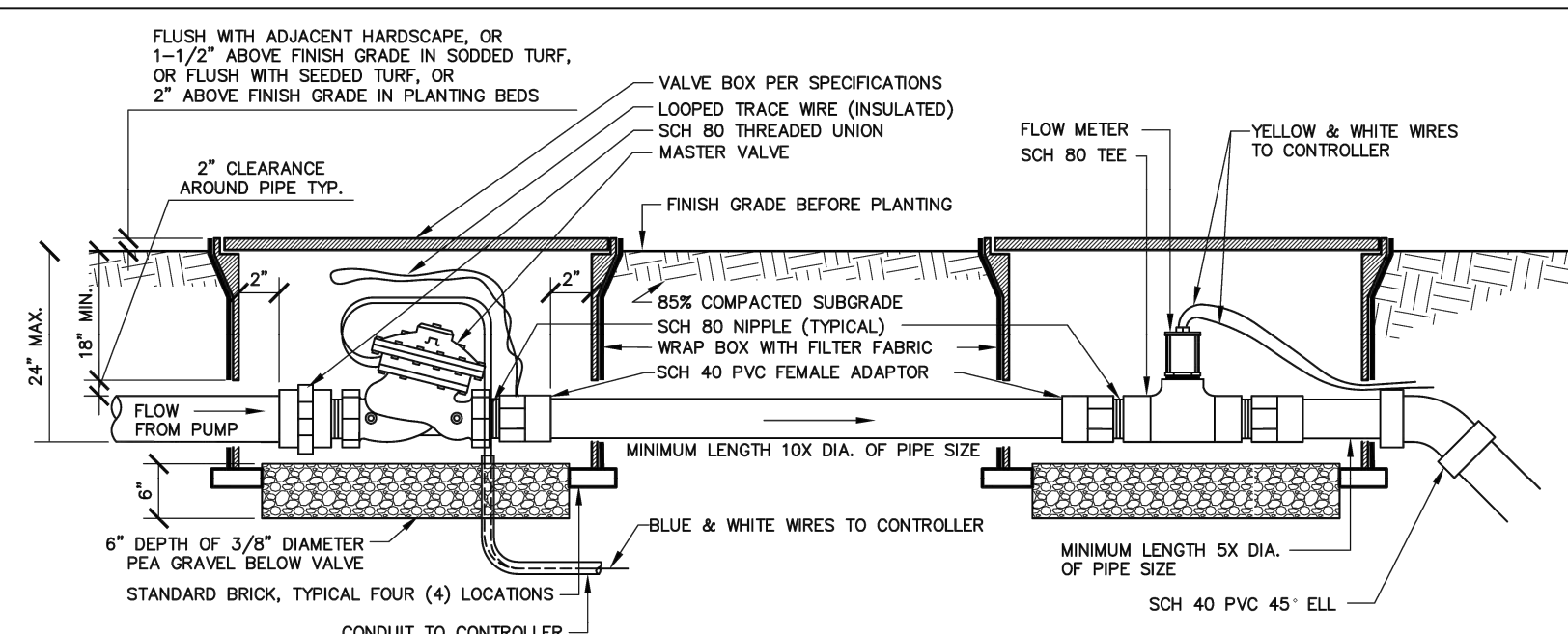
CONTROLLER

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-1

NOTES

1. COMMON WIRE TO BE WHITE & CONTROL WIRE TO BE RED IN COLOR. BUNDLE AND TAPE AT INTERVALS OF 10 FT. O. C.
2. NO SPLICES SHALL BE MADE BETWEEN CONTROLLER AND REMOTE CONTROL VALVES UNDER 500 LINEAL FEET.
3. ORDER WITH MANUFACTURER'S FACTORY FINISH STAINLESS STEEL.
4. INSULATE AROUND INSIDE BASE OF BOX WITH ALL WEATHER FOAM SEALANT.
5. GROUNDING ROD SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. GROUND TEST TO BE CONDUCTED AFTER INSTALLATION, NOT TO EXCEED 25 OHMS.
7. MASTER VALVE WIRE SHALL BE BLUE.
8. PROVIDE COLOR CODED MAP OF VALVE LOCATIONS.



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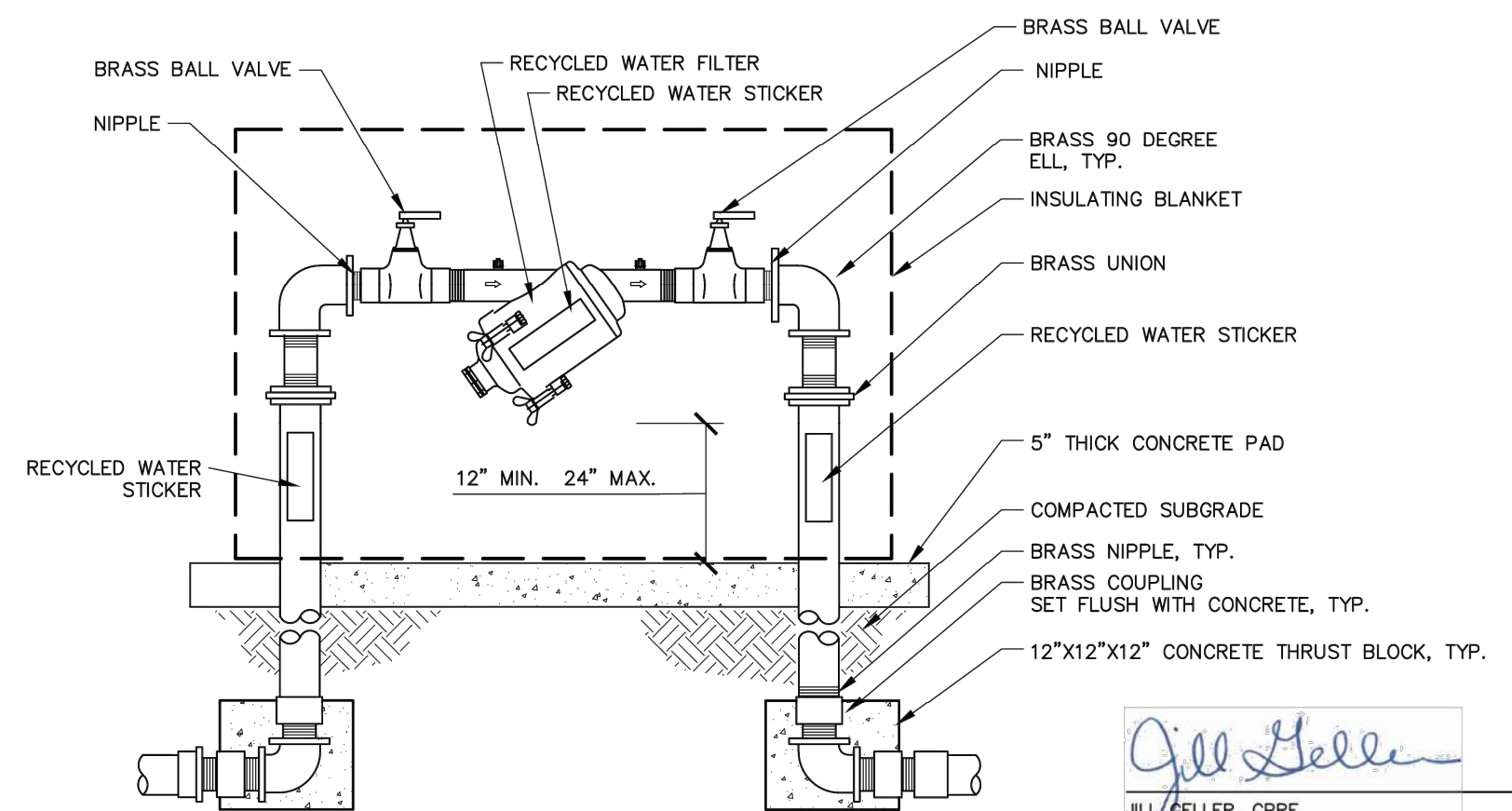
MASTER VALVE CALSENSE

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-2

NOTES

1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL THREADED FITTINGS.
6. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
7. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
8. FOR USE WITH CALSENSE CONTROLLERS ONLY.



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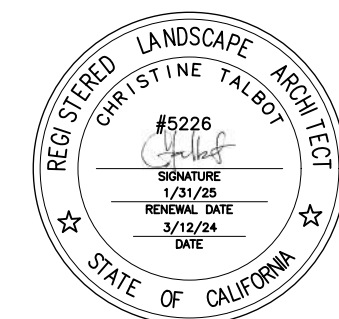
RECYCLED WATER FILTER

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

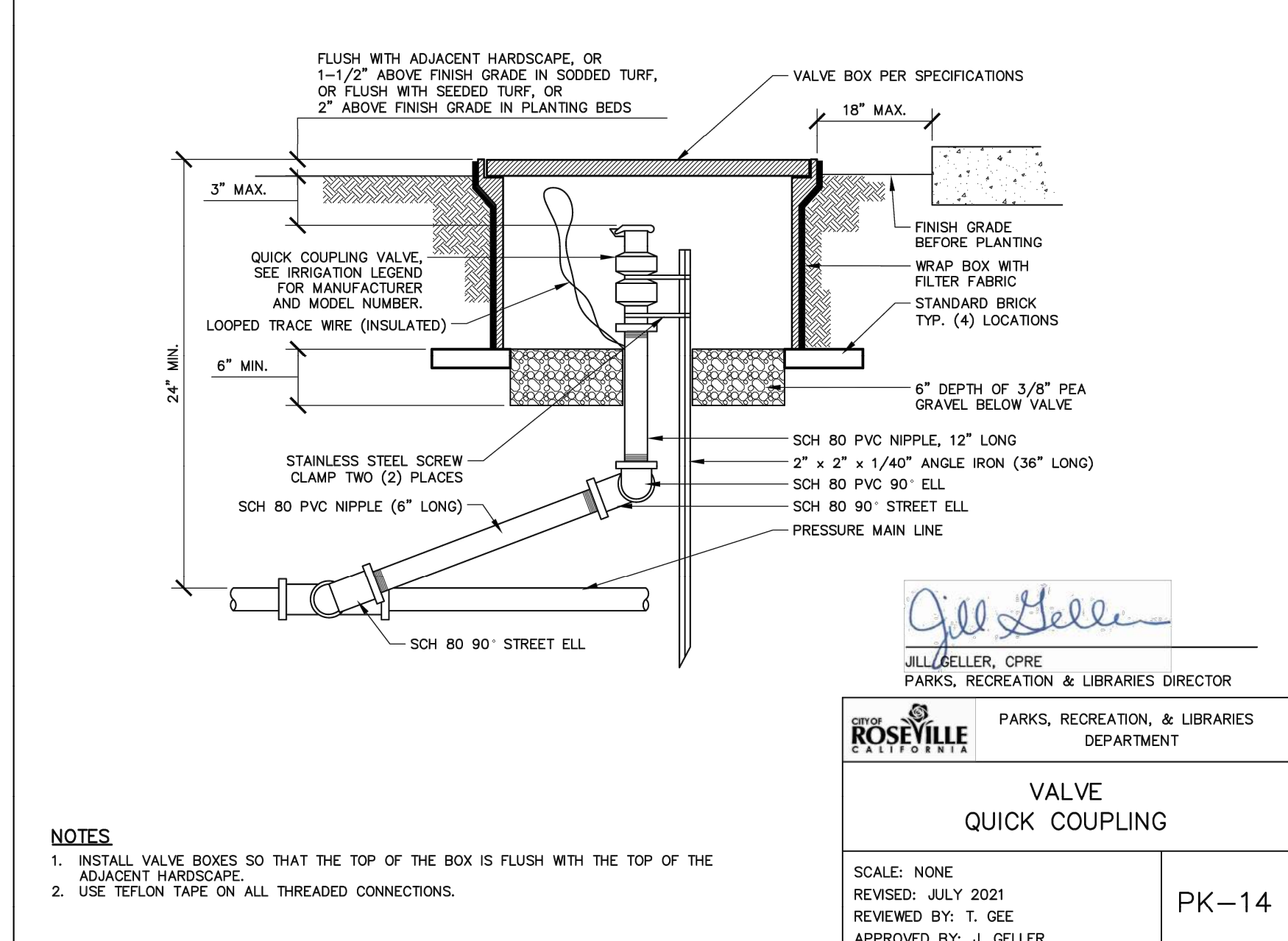
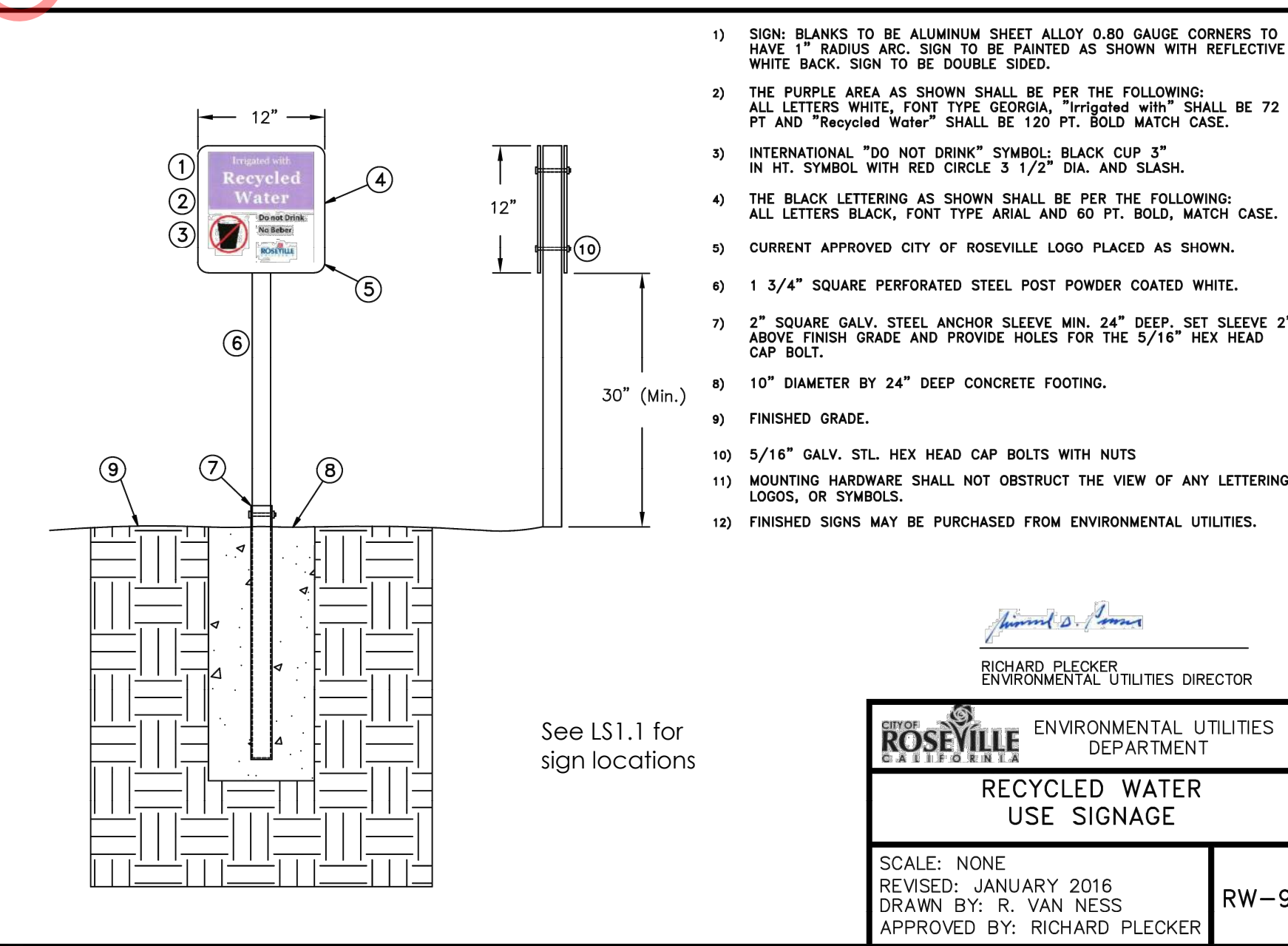
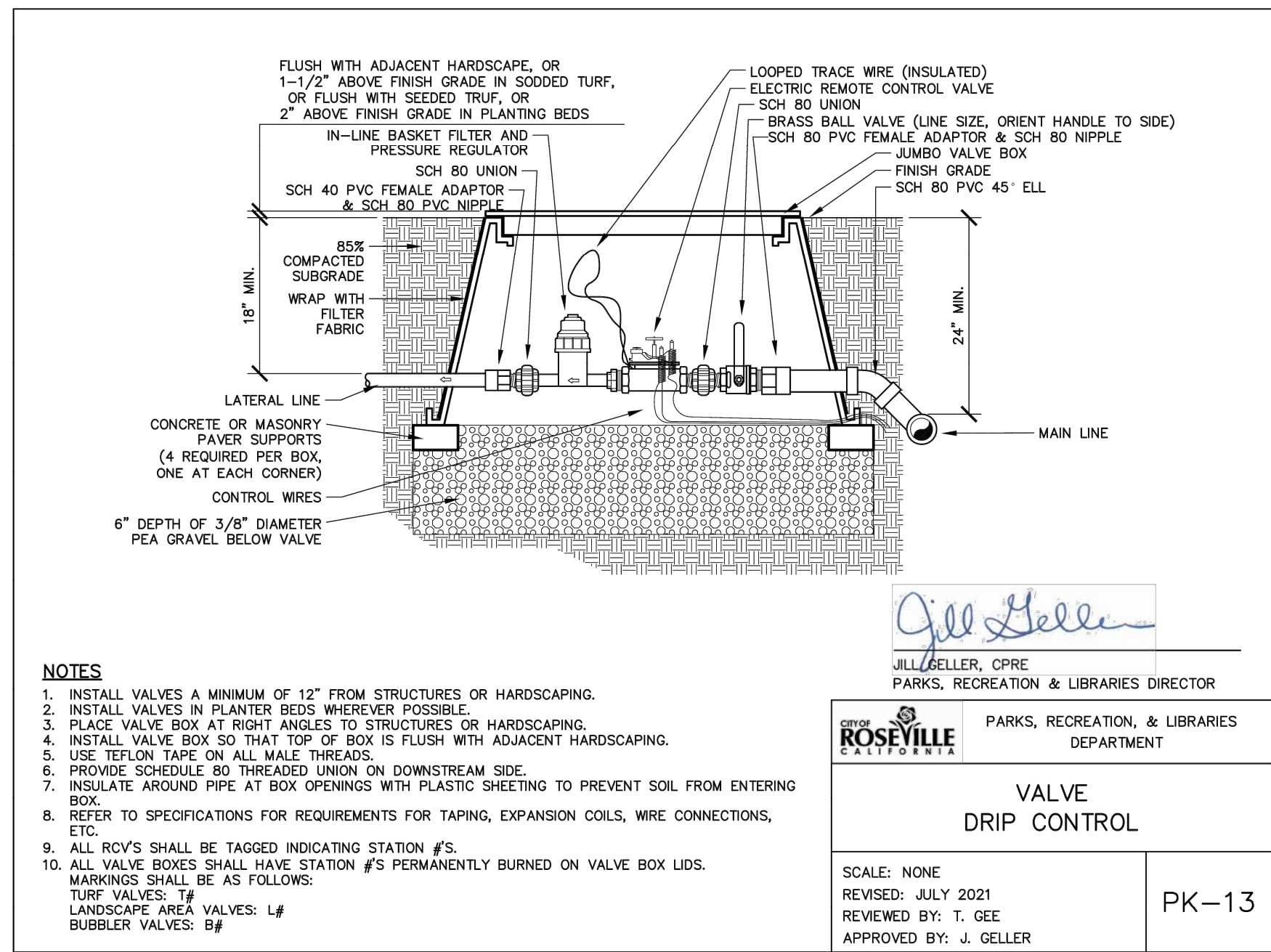
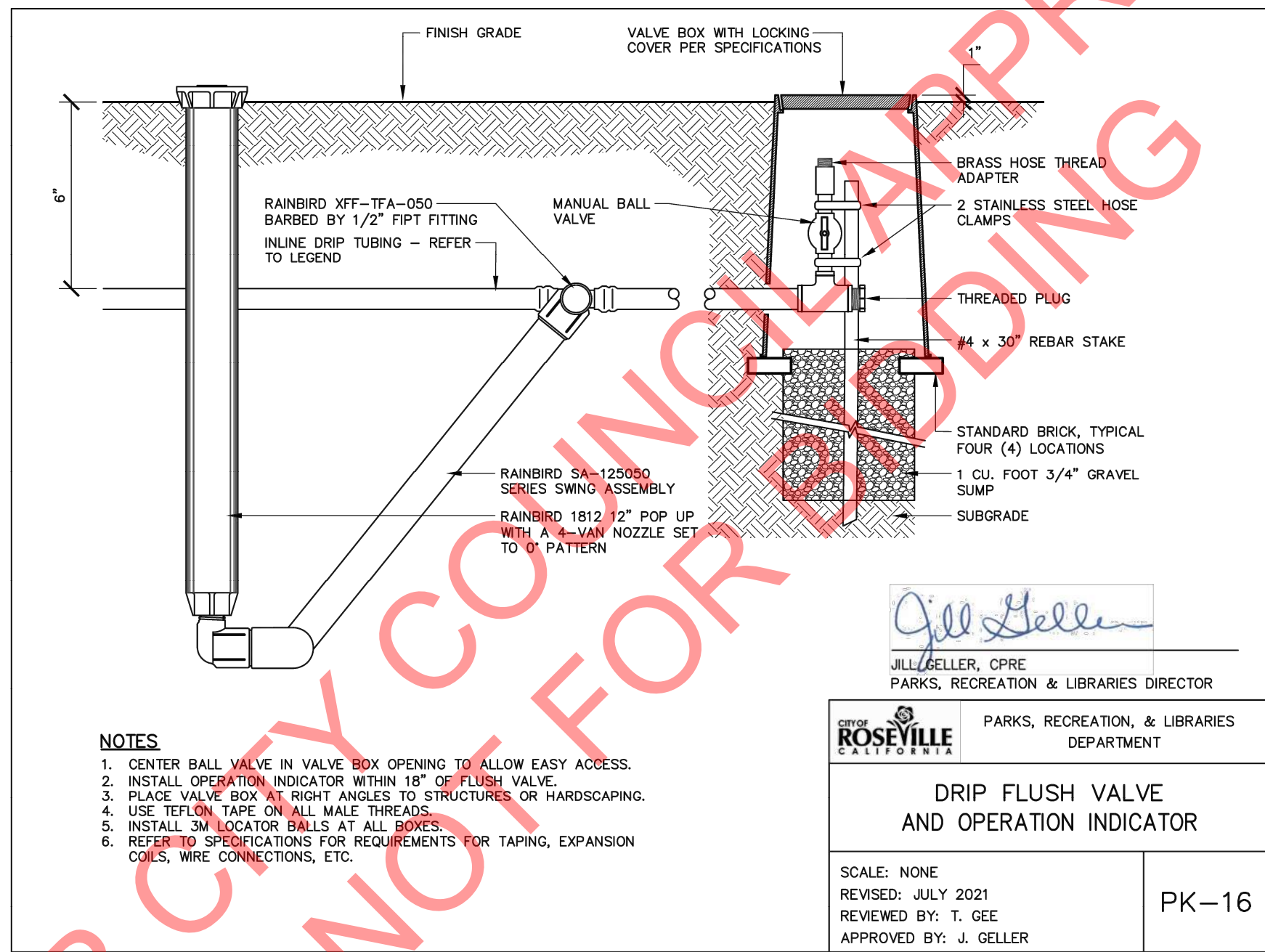
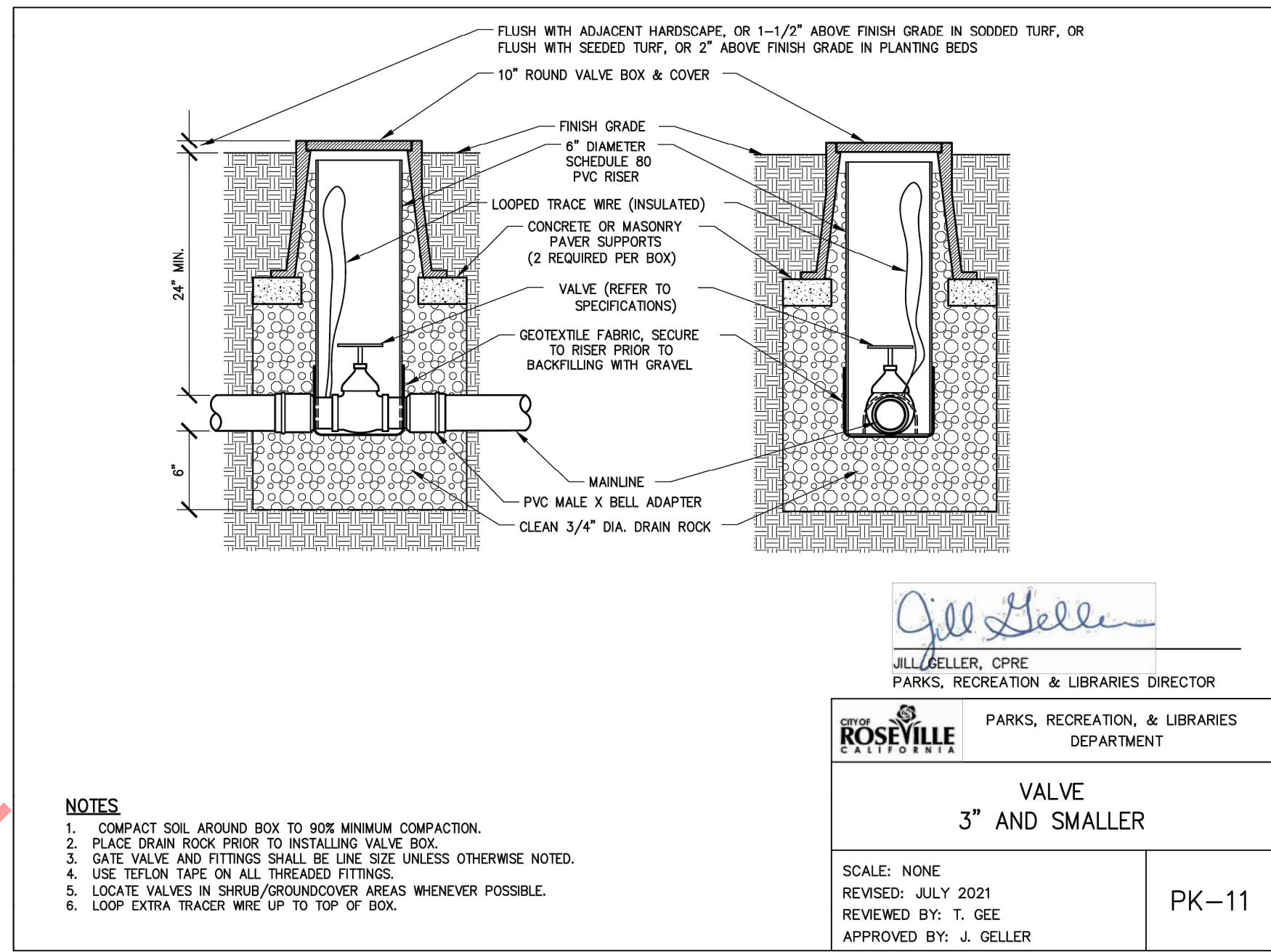
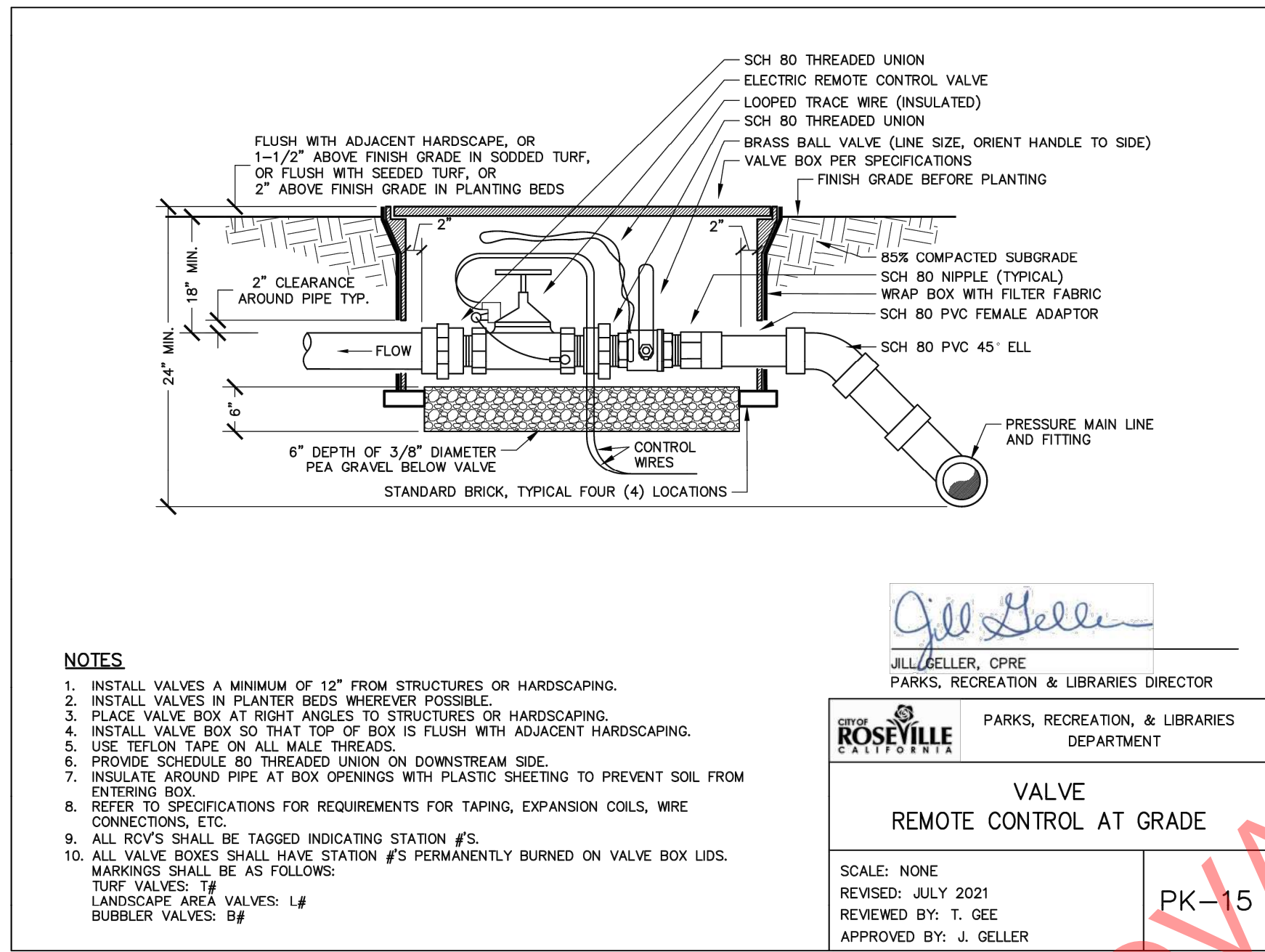
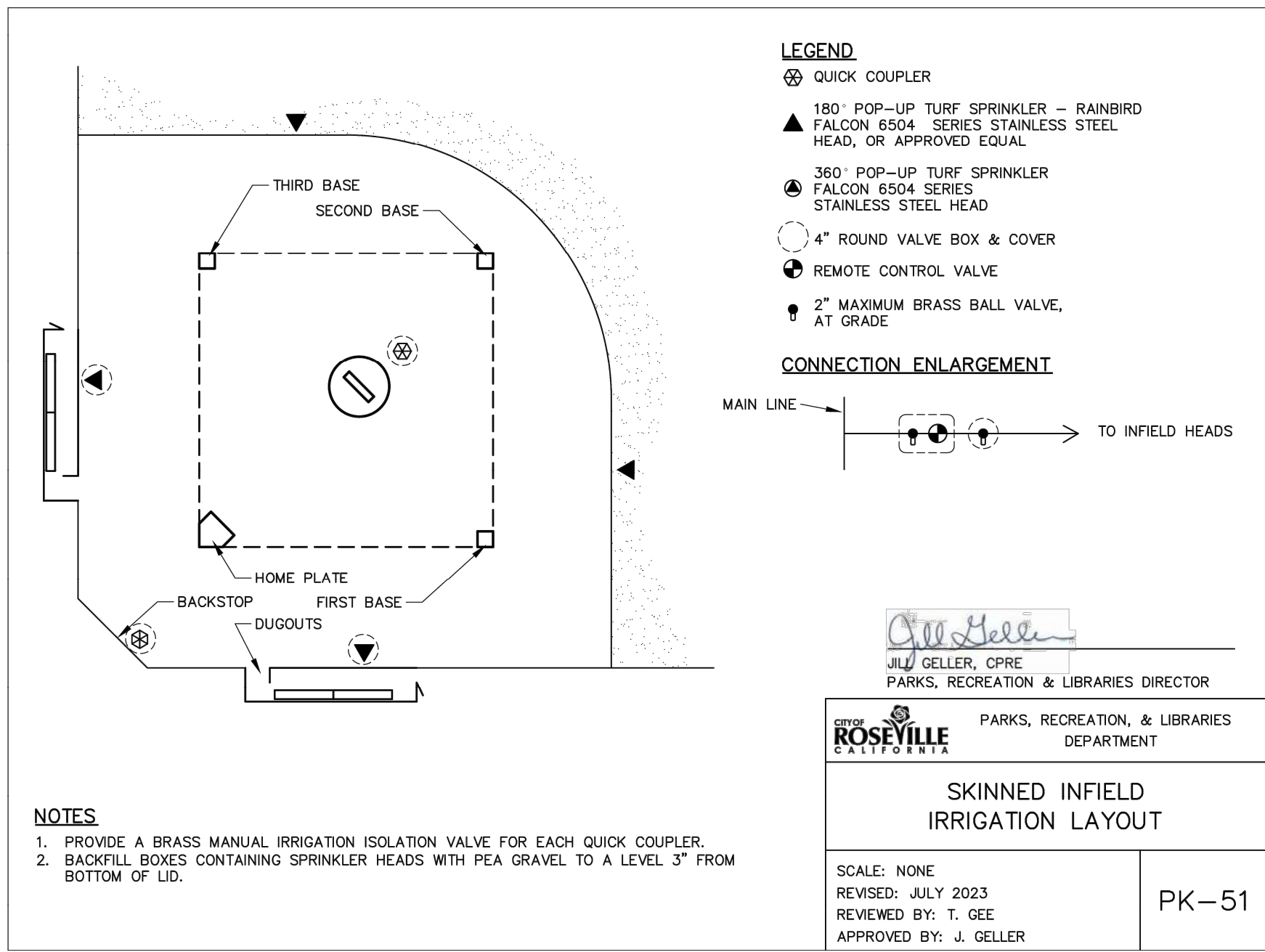
PK-4

NOTES

1. USE TEFLON TAPE ON ALL THREADED FITTINGS.
2. LOCATE IN SHRUB/GROUND COVER AREA WHENEVER POSSIBLE.
3. PROVIDE INSULATING BLANKET OVER RECYCLED WATER FILTER.
4. PIPE AND FITTINGS 3" OR SMALLER SHALL BE BRASS; 4" OR LARGER SHALL BE DUCTILE IRON.
5. RECYCLED WATER STICKERS SHALL BE PURPLE AND SHALL READ "RECYCLED WATER - DO NOT DRINK"



No.	Description	Date



No.	Description	Date

City of Roseville Approval

2

1

CUSTOMFLOW BOOSTER PACKAGE INSTALLATION

A) CONCRETE PAD CONSTRUCTION

1) Determine location and grade for the site.
2) Form and pour a level concrete slab size 54" X 42", 4" thick.
Note: Slab surface 1" above grade, see slab detail for electrical conduit locations.
3) Allow for 36" in front and rear of the enclosure for service access.
4) Mount and level your Customflow booster on the concrete pad centering the unit allowing a 3" apron around the outside of the enclosure.
5) Anchor all four corners through the attached anchor brackets.
* Recommend using a wedge type anchor 3/8" X 3" long.

B) PLUMBING CONNECTION

FOR DROP PIPE CONNECTION

1) Connect the supplied grooved galvanized pipes to the suction and discharge 90's with the green couplings provided.
2) Measure and cut the supplied grooved PVC (not longer than 10") glueing the spigot end into your mainline.
3) Connect the PVC grooved end to the galvanized pipe from the booster with the supplied orange couplings.
4) Wrap the orange below grade couplings with 10 MIL tape.
5) Pour thrust blocks as needed.
6) Test for leaks.

FOR FLANGED CONNECTION

1) Connect the supplied grooved flange adaptors to the suction and discharge 90's.
NOTE: The wide edge of the gasket goes towards the grooved flange, no other gaskets necessary.
2) Connect the suction and discharge flanges to the flanged mainline spools (supplied by others).
3) Pour thrust blocks as needed.
4) Test for leaks.

C) ELECTRICAL CONNECTION

1) Land the conduits and wires inside the VFD panel.
2) Confirm the supplied power voltage and phase is correct and matches the specification.
3) Terminate AC line wires at the top of the breaker labeled "CUSTOMER SUPPLY" and ground on the appropriate grounding lug.
4) Terminate 24VAC control wires to the terminal strip labeled "24R1 & 24N1" for pump start control. If a second pump start controller is being used terminate the second control to "24R2 & 24N2".
5) Make sure all wiring is done Per local code requirements.

D) START UP & WARRANTY

1) Verify the booster is installed properly, both plumbing and power connections are complete.
2) Contact V-Power Equipment Inc. for startup.
3) Standard Warranty is three years from date of delivery. For any warranty issues please call V-Power Equipment Inc.

V-POWER EQUIPMENT INC.
(916) 266-6743

DATE: 08/03/2022
DRAWN BY: MD

CA LIC. NO. 1088426
CHECK BY: CM

COMMUNITY PARK - JM 50
ROSEVILLE, CA
CUSTOMFLOW INSTALLATION INSTRUCTION

SHEET 3 OF 3

2

1

REAR (ALLOW 36" CLEARANCE)

42.00
36.00

FRONT (ALLOW 36" CLEARANCE)

48.00
54.00

ITEM NO.	CUSTOMFLOW REFERENCE NUMBER: 87QUAD08032022-1-5VFD-230-1	QTY.
1	3" SUCTION GROOVED FOR FLANGE CONNECTION	1
2	3" DISCHARGE GROOVED FOR FLANGE CONNECTION	1
3	0-160 PRESSURE GAUGE	2
4	3" AN 7811-3 GROOVED CHECK VALVE	1
5A	3" AN 7721-3 GROOVED BUTTERFLY VALVE FOR ISOLATION	1
5B	2-1/2" AN 7721-3 GROOVED BUTTERFLY VALVE FOR ISOLATION	1
6A	3" BYPASS FOR OPERATION DURING MAINTENANCE	1
6B	3" AN 7721-3 GROOVED BUTTERFLY VALVE WITH YELLOW HANDLE FOR BYPASS	1
7	CUSTOM TEMPERATURE SWITCH PONG	1
8	EFFECTOR PRESSURE TRANSDUCER 2424 0-200 PSI	1
9	1/4" NPT HOLE WITH PLUG	1
10	BERKELEY PUMP B1-1/21PLS WITH BRONZE IMPELLER, RATED FOR 87 GPM AT 30 PSI INCREASE WITH 5 HP 3-PHASE, 3450 RPM, 208-230/460V ODP MOTOR	1
11	PUMP CONTROL PANEL MODEL CF230-1-15.9 WITH MITSUBISHI FR-D720-318-NA VFD, 50-AMP CIRCUIT BREAKER WITH 230V SINGLE-PHASE INPUT & THREE-PHASE OUTPUT WITH (2) PUMP START RELAY TERMINALS, 150 VA CONTROL TRANSFORMER, RELAY-RESET FOR CUSTOM TEMPERATURE SWITCH	1
12	ALUMINUM TWO PIECE ENCLOSURE SIZE 48"x36"x40"x38", PIVOT TOP, SLANTED ROOF, POWDER COATED DARK GREEN COLOR, ALUMINUM BRACKETS AND STEEL HARDWARE	1
13	LEVEL CONCRETE PAD SIZE 42"x54", 4" THICK AND 1" ABOVE SURROUNDING GRADE, TOOL EDGES 1/2"; NOTE THE INLET/OUTLET ARE LOCATED ON THE RIGHT SIDE FACING THE FRONT. ALLOW 36" CLEARANCE IN FRONT AND REAR FOR SERVICE ACCESS.	1
14	HOOD COVER & 110 CFM ORION COOLING FAN	1
NOTES	SINGLE-PHASE 230V ELECTRICAL SERVICE WITH 50-AMP BREAKER, GROUND AND CONTROL WIRES ARE REQUIRED. THE TWO CONDUITS AND WIRES ARE CONNECTED TO THE PANEL TERMINALS INSIDE THE ENCLOSURE. V-POWER EQUIPMENT TO PROVIDE SHOP ASSEMBLY, STARTUP, TRAINING AND OWNERS MAUNAL. PHONE (916) 266-6743, 4201 WEST CAPITOL AVE, WEST SACRAMENTO, CA 95691.	

V-POWER EQUIPMENT INC.
(916) 266-6743

DATE: 08/03/2022
DRAWN BY: MD

CA LIC. NO. 1088426
CHECK BY: CM

COMMUNITY PARK - JM 50
ROSEVILLE, CA
48X36 CUSTOMFLOW SPECIFICATION

SHEET 1 OF 3

1

IRRIGATION BOOSTER PUMP ASSEMBLY

NOT TO SCALE

2

1

FRONT

RIGHT SIDE

24.00

FLANGE CONNECTION DETAIL

1. FINISH GRADE 1" BELOW SURFACE OF CONCRETE SLAB
2. GROOVED FLANGE ADAPTOR TO CONNECT TO UNDERGROUND PLUMBING
3. BOOSTER PLUMBING DISCHARGE
4. BOOSTER PLUMBING SUCTION
NOTE: POUR CONCRETE THRUST BLOCKS WHERE NEEDED & TEST FOR LEAKS

54.00

42.00

18.00

15.00

24.00

FRONT

CONCRETE SLAB DETAIL

1. SLAB DIMENSIONS 54"X42", 4"THICK *ALLOWS FOR 3" APRON AROUND BOOSTER ENCLOSURE
2. ELECTRICAL CONDUIT, 1" SPACING BETWEEN CONDUITS *CRITICAL LOCATION
3. SUCTION PLUMBING LOCATION
4. DISCHARGE PLUMBING LOCATION
NOTE: ALLOW 36" CLEARANCE IN FRONT AND REAR FOR SERVICE ACCESS.

4.00

ANCHORING DETAIL

ANCHOR ALL FOUR CORNERS OF BOOSTER USING ATTACHED ANCHOR POINTS. RECOMMEND USING WEDGE TYPE ANCHOR BOLTS SIZE 3/8"x3"

V-POWER EQUIPMENT INC.
(916) 266-6743

DATE: 08/03/2022
DRAWN BY: MD

CA LIC. NO. 1088426
CHECK BY: CM

COMMUNITY PARK - JM 50
ROSEVILLE, CA
FLANGE & 54X42 CONCRETE SLAB DETAIL

SHEET 2 OF 3

2

IRRIGATION BOOSTER PUMP PAD

NOT TO SCALE

QUADRIGA

landscape architecture and planning, inc.
S A C R A M E N T O | S A N T A R O S A
916.441.2129 | www.quadriga-inc.com

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ROSEVILLE
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JOHN BYOUK PARK (JM-50)
100% Construction Documents

APN 498-010-030-000
4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

Stamp

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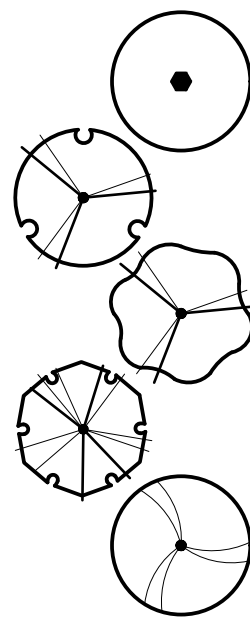
City of Roseville Approval

IRRIGATION DETAILS
BOOSTER PUMP

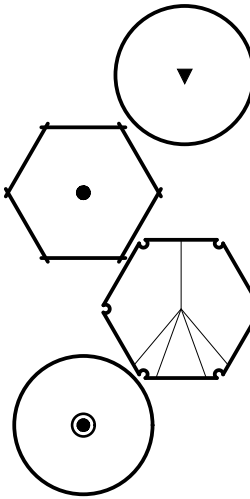
Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

LI1.6

TREES FOR NON-TURF AREAS



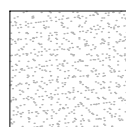
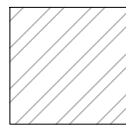
TREES FOR TURF AREAS



SHRUBS



GROUND COVERS



SYMBOL	DESCRIPTION	QTY	DETAIL
	Rock Cobble Mulch; 4" Dia to 8" Diameter Cobbles	4,922 sf	1 / LP1.4
	Planting Area - Bark only on Surface: 3" Depth	13,292 sf	

CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING	QTY	DETAIL
LAG IND	Lagerstroemia indica "Watermelon Red" / Crape Myrtle	15 gal	Low	Per Plan	4	PK-20 & PK-21 / LP1.4
QUE DOU	Quercus douglasii / Blue Oak	15 gal	Very Low	Per Plan	15	PK-20 & PK-21 / LP1.4
QUE LOB	Quercus lobata / Valley Oak	15 gal	Low	Per Plan	20	PK-20 & PK-21 / LP1.4
QUE SUB	Quercus suber / Cork Oak	15 gal	Low	Per Plan	10	PK-20 & PK-21 / LP1.4
QUE WIS	Quercus wislizeni / Interior Live Oak	15 gal	Very Low	Per Plan	18	PK-20 & PK-21 / LP1.4
CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING	QTY	DETAIL
ACE BUE	Acer buergerianum / Trident Maple	15 gal	Medium	Per Plan	2	PK-20 & PK-21 / LP1.4
QUE VIR	Quercus virginiana / Southern Live Oak	15 gal	Medium	Per Plan	7	PK-20 & PK-21 / LP1.4
NYS SYL	Nyssa sylvatica / Tupelo	15 gal	Medium	Per Plan	2	PK-20 & PK-21 / LP1.4
PIS CHI	Pistacia chinensis / Chinese Pistache	15 gal	Low	Per Plan	25	PK-20 & PK-21 / LP1.4

<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>WATER USE</u>	<u>SPACING</u>	<u>QTY</u>	<u>DETAIL</u>
LOM IRA	Lomandra longifolia 'Breeze' TM / Breeze Mat Rush	1 gal	Low	36" O.C.	28	PK-18 & PK-19 / LP1.4
MUH RIG	Muhlenbergia rigens / Deer Grass	1 gal	Low	72" O.C.	22	PK-18 & PK-19 / LP1.4
MYO PUT	Myoporum parvifolium 'Putah Creek' / Putah Creek Trailing Myoporum	5 gal	Low	72" O.C.	31	PK-18 & PK-19 / LP1.4
ROS 338	Rosa x 'Noala' TM / Flower Carpet Coral Groundcover Rose	5 gal	Medium	36" O.C.	13	PK-18 & PK-19 / LP1.4
<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>WATER USE</u>	<u>SPACING</u>	<u>QTY</u>	
HYD NAV	Hydroseed - Native Mix - See Written Specs	hydroseed	Non-Irrigated	Per Plan	130,267 sf	
TUR RTF	Turf from seed / RTF Fescue	seed	High	Per Plan	144,494 sf	

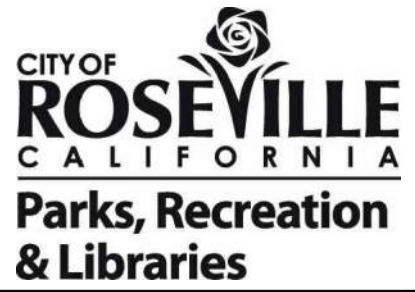
3. The plant count is provided for the convenience of the Contractor. The Contractor shall verify all plant counts and if a discrepancy exists, the plan shall govern.
2. Substitution of specified plant material shall not be made unless otherwise approved by the City of Roseville. Certificates of compliance will not be completed for projects which exceed the water use of specified plant materials until conformance with the water efficient landscape requirements is achieved.
3. Finish grade in planter areas shall be 2" below the top of adjacent curbs, walks or paved areas. Finish grade shall be smooth and even prior to installation of 3" bark mulch. All landscape areas not covered with live material shall be covered with 3" of bark mulch.
4. Planting areas shall be kept clean and free from all waste materials such as concrete, asphaltic waste, lumber or other such materials. Waste materials shall be removed by excavation of the soil. Replace with clean native top soil.
5. See details and specifications for procedures, material, and installation requirements.
6. Imported top soil (if required) shall be fertile, friable sandy loam of uniform composition. Clay particles shall not exceed 9% by volume. The soil shall be free from subsoil, refuse, roots, rocks over 1" in diameter or other deleterious material. The imported soil shall be capable of sustaining healthy plant life, native top soil shall be used where available prior to importing soil. A soils report shall be provided for all imported top soils, per specifications.
7. Adjacent streets, sidewalks and other areas shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
8. Any damaged or destroyed landscaping shall be replaced to the satisfaction of the Owner's Representative.
9. Erosion control matting shall be installed on all slopes 3:1 or greater. Overlap edges of Erosion control matting two (2) inches. Use jute matting staples at a rate of 200 staples per 900 square feet of jute matting for stabilization.
10. Soil sample reports and irrigation water suitability report shall be reviewed by Landscape Architect prior to amending soils, per specifications.

1.01 Native Hydroseed

A. Where required, Hydroseed shall be applied as follows:

- | | |
|---|---------------|
| 1. Upland areas (to 3' above swale bottom) | |
| Elymus glaucus (Blue Wildrye) | 10.0 lbs/acre |
| Nassella pulchra (Purple Needlegrass) | 9.0 lbs/acre |
| Nassella cernua (Nodding Needlegrass) | 6.0 lbs/acre |
| Melica californica (California Melic) | 3.0 lbs/acre |
| Vulpia microstachys (Small Fescue) | 3.0 lbs/acre |
| Poa secunda (Native Pine Bluegrass) | 3.0 lbs/acre |
| Bromus carinatus (California Brome) | 2.0 lbs/acre |
| 2. Wildflowers | |
| Clarkia amoena (Farewell to Spring) | 0.5 lbs/acre |
| Eschscholzia californica (California Poppy) | 2.0 lbs/acre |
| Lupinus nanus (Sky Lupine) | 3.5 lbs/acre |
| Nemophila menziesii (Baby Blue Eyes) | 1.5 lbs/acre |
| Lathenisa californica (Common Goldfields) | 1.5 lbs/acre |

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JOHN BYOUK PARK (JM-50)
100% Construction Documents

APN 498-010-030-000

4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747

Stamp

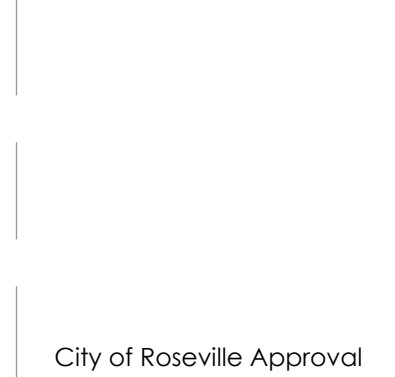


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Issuances & Revisions

[illegible]

Key Plan/Consultant Stamp



PLANTING LEGEND, NOTES & SCHEDULES

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

LP1.0

4651 UPLAND DR
CITY PARK SITE JM50 - ROSEVILLE, CA 95747



OMIT

(Omitted 12/15/23)

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

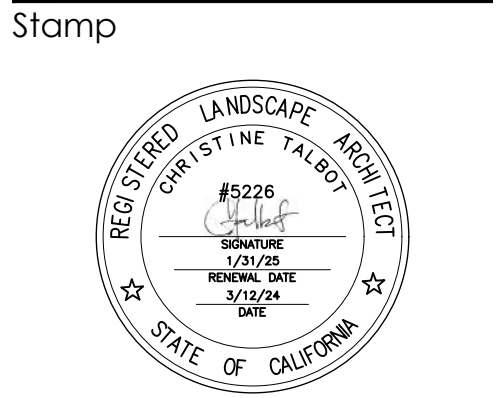
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No.	Description	Date

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City of Roseville Approval

PLANTING PLAN
CENTER

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

OMIT

(Omitted 12/15/23)

FOR CITY COUNCIL APPROVAL
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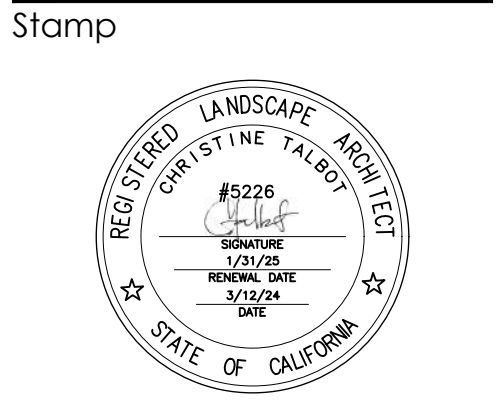
CWJ - 500100
EN - 24-0029
BD -

JOHN BYOUK PARK (JM-50)

100% Construction Documents

APN 498-010-030-000

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Issuances & Revisions

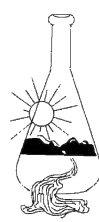
No.	Description	Date

Key Plan/Consultant Stamp

City of Roseville Approval

PLANTING PLAN
WEST

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

Date Reported 02/25/2022
Date Submitted 02/18/2022

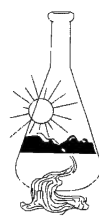
To: Barrett Olson
Quadriga
141521st Street, Studio A
Sacramento, CA 95811

From: Gene Oliphant, Ph.D. / Sandy Morrey
General Manager / Lab Manager

The reported analysis was requested for the following:
Location: JM-50 Site ID: ROSEVILLE-JM50
Thank you for your business.

* For future reference to this analysis please use SUN # 86745-180538.

SOIL ANALYSIS		
Saturation Percent (SP)	33	Soil Texture Sandy Loam
pH	5.17	
E.C.	0.37	mmho/cm
Tot.Dissolved Salts	44.8	ppm
Infiltration Rate (in/hr)	0.75	
% Organic Matter	2.6	
C.E.C.	4.7	meq/100g
Sodium Absorption Ratio (SAR)	2.8	
Exchangeable Sodium Percent (ESP)	2.8	
Line Req.	33.6	#/1000 sq.ft.
est. Nitrogen Release	1.2	#/1000 sq.ft.
Nitrate	5.05	ppm
Phosphorus	0.45	ppm
Potassium	36.54	ppm
Sulfur	4.59	ppm
Chloride	No Test	
Carbonates	No Test	
Sodium	30.13	ppm
Calcium	650.58	ppm
Magnesium	146.69	ppm
Boron	0.15	ppm
Copper	No Test	
Iron	No Test	
Manganese	No Test	
Zinc	No Test	
	Very Low	Low Adequate Excessive



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

DATE 02/25/2022
SUN NUMBER 180538

Information requested by:
Barrett Olson
Quadriga

Information for:
JM-50
Sample ID: ROSEVILLE-JM50

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

SOIL pH (Acidity and Alkalinity)

The pH of this sample indicates the soil is moderately acid and should be modified for non acid-tolerant plants. Apply 34 pounds of Dolomite lime per 1000 sq.ft. and work into ground before planting.

DISSOLVED SALTS (Indicated by E.C. & TDS)

These conditions are in the normal range for plant growth.

SOIL TEXTURE AND RATE OF WATER INFILTRATION

The infiltration rate for all soil textures decreases with increasing ground slope. At 0 to 4%, 5 to 8%, 9 to 15%, 16 to 18% and above 18% the infiltration rate of this sample decreases from 0.75 to 0.60, 0.45, 0.30, 0.19, respectively. Infiltration rate also decreases with percent of ground cover and by compaction.

WATER PENETRATION OF SOIL DUE TO CHEMICAL CHARACTERISTICS

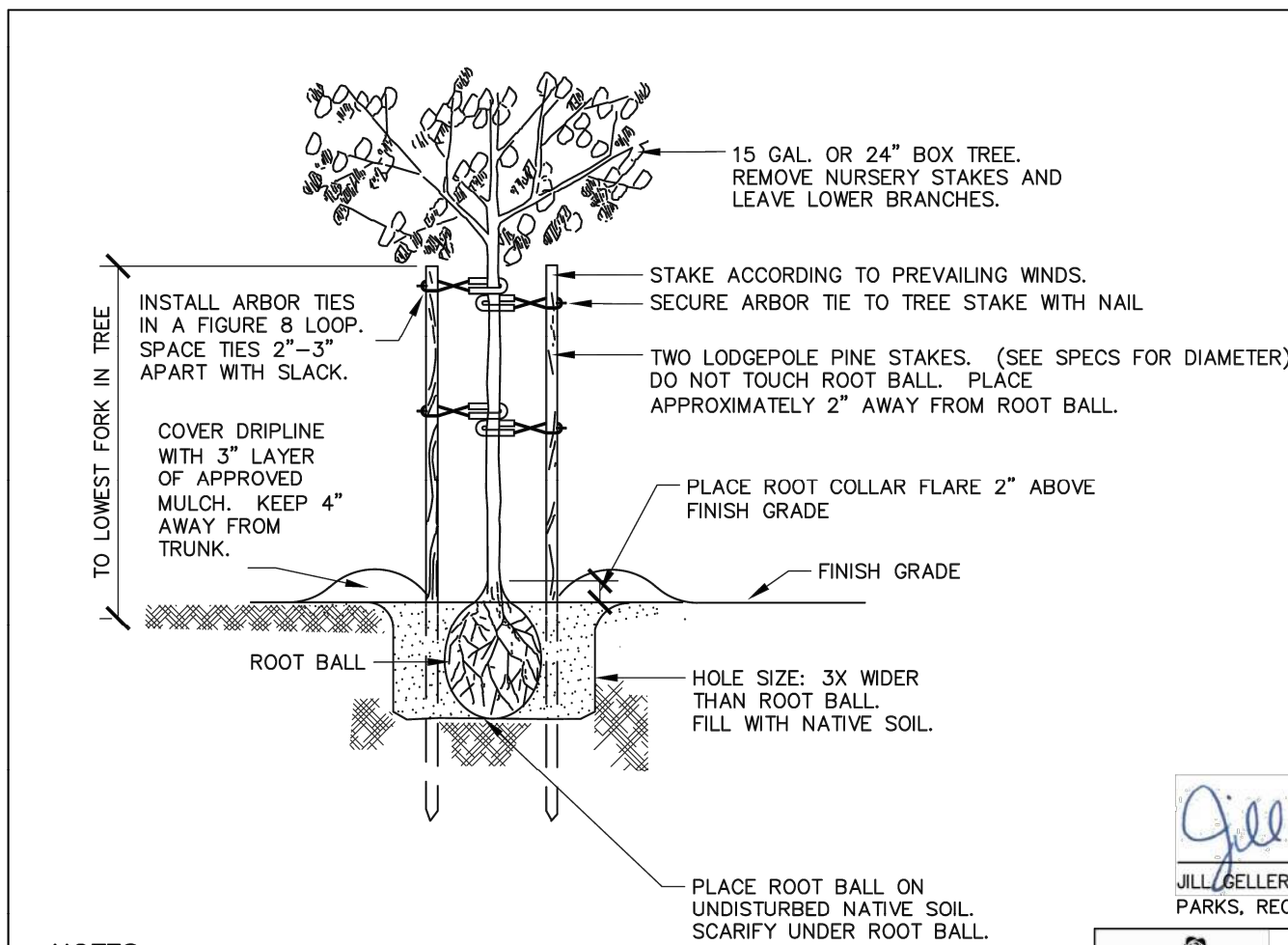
When exchangeable Sodium increases in the soil, water penetration decreases. Based on SAR and ESP values this sample has no penetration problem due to soil Sodium. No Oypum required.

ORGANIC MATTER

Organic matter provides a slow nitrogen release and aids water retention.

This sample has a moderate Organic Matter content.

To maintain moisture and provide sustained nitrogen release a level of 10% organic matter is recommended. This can be accomplished by adding 4 yards per 1000 sq.ft. of ground fir bark that is approximately 75% organic matter (i.e. typically found in ground fir bark which also has naturally low salt and boron concentrations). In California, the MREO ordinance requires a fixed application of four yards of COMPOST if the soil organic matter is less than 6%. However, of significant concern when applying COMPOST is the potential for the compost to have high salt, high boron content, high C to N ratio and having a highly variable pH (very high to very low). All of these COMPOST characteristics can have very negative effect on plant growth. Take care by having the compost analysed or by seeing a recent analysis of the compost to be used.



NOTES

- SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
- FOR LAWN AREAS: PROVIDE A 3" DIA. AREA FREE OF TURF.
- TREES FURNISHED IN #16 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
- INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
- TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18". TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH A CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

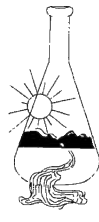
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CALIFORNIA
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TREE PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-20



Sunland Analytical

11419 Sunrise Gold Circle, #10
Rancho Cordova, CA 95742
(916) 852-8557

DATE 02/25/2022
SUN NUMBER 180538

Information requested by:
Barrett Olson
Quadriga

Information for:
JM-50
Sample ID: ROSEVILLE-JM50

SOIL RECOMMENDATIONS FOR LANDSCAPE GARDENING

SOIL BORON

Boron concentrations are in a range allowing normal plant growth.

SOIL NUTRIENT LEVELS: NITROGEN-PHOSPHORUS-POTASSIUM (N-P-K)

GENERAL N-P-K RECOMMENDATION

Use ONE of these NPK preparations for the first fertilizer application.

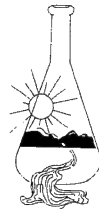
Standard NPK	Fertilizer	Preparations	6-24-24	5-20-10	16-16-16	0-10-10	28-3-4	21-0-0	Customer Choice
			17	N/A	N/A	N/A	N/A	N/A	**

GRASS ON SOIL PREPARATION

Fill in organic matter, N-P-K and micro nutrients in addition to any lime gypsum or sulfur as directed above. Smooth soil surface and follow seed or sod producers direction for moisture and product application.

TREES AND SHRUBS

Excavate holes for planting shrubs and trees to at least twice the volume of the container. Prepare backfill for tree and shrub planting holes by mixing three parts of native soil (or imported top soil) with one part organic amendment (preferably nitrogen and iron fortified) and 2.5 pounds of 6-24-24 per yard of mix. For extended fertilization, place slow release fertilizer tablets in each hole per manufacturer's instructions. If 6-24-24 was not directly added to backfill mix, during backfill apply uniformly 1/2 oz. of 6-24-24 per gallon containers, 2.5 oz. per 5 gallons, 6 oz. per 24 inch boxes.



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Rancho Cordova, CA 95742
(916) 852-8557

DATE 02/25/2022
SUN NUMBER 180538

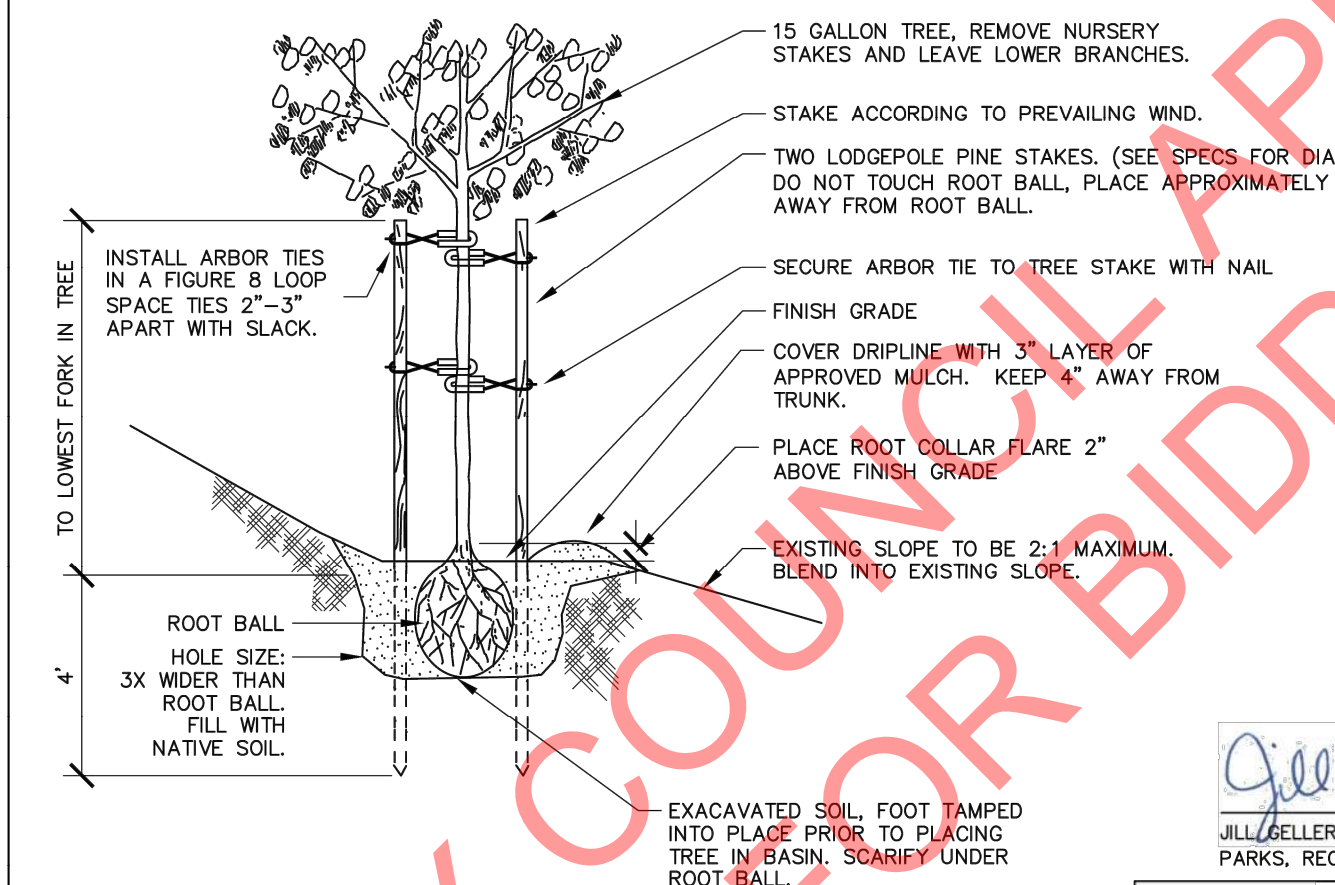
Information requested by:
Barrett Olson
Quadriga

Information for:
JM-50
Sample ID: ROSEVILLE-JM50

Summary and Suggested Sequence of Soil Improvements (#/1000 Sq.Ft.)

Dolomite Lime	34	#	
Organic Amendment	4	Yd./1000 Sq.Ft. Bulk organic amendment (nitrified)	
		or in Calif. if Org.Mat. less than 6% use 4 yd compost.	
N-P-K Fertilizer		See above chart	
Magnesium	Low	Magnesium compensated for by Dolomite Lime	
Sulfate-Sulfur	2	# Ammonium Sulfate	

Maintenance Fertilization
Apply 5 pounds of Ammonium sulfate (21-0-0) per 1000 sq.ft. every month until plants become established. After established, apply 28-3-4 (or similar preparation) to provide desired growth rate and color.



NOTES

- SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
- TREES FURNISHED IN #16 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
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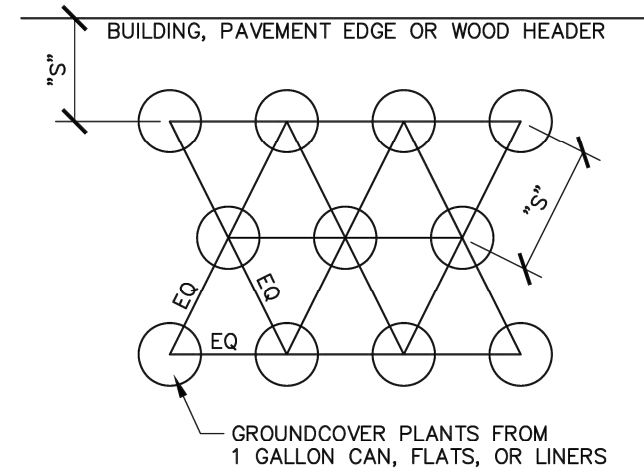
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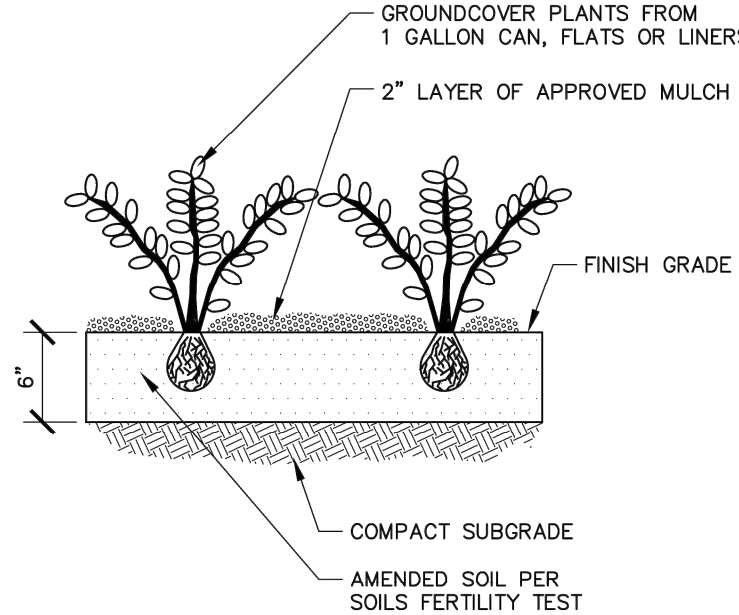
TREES ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-21



PLAN



SECTION

NOTES

- "S" REFERS TO PLANT SPACING, SEE PLANT TABLE ON CONSTRUCTION DOCUMENTS.

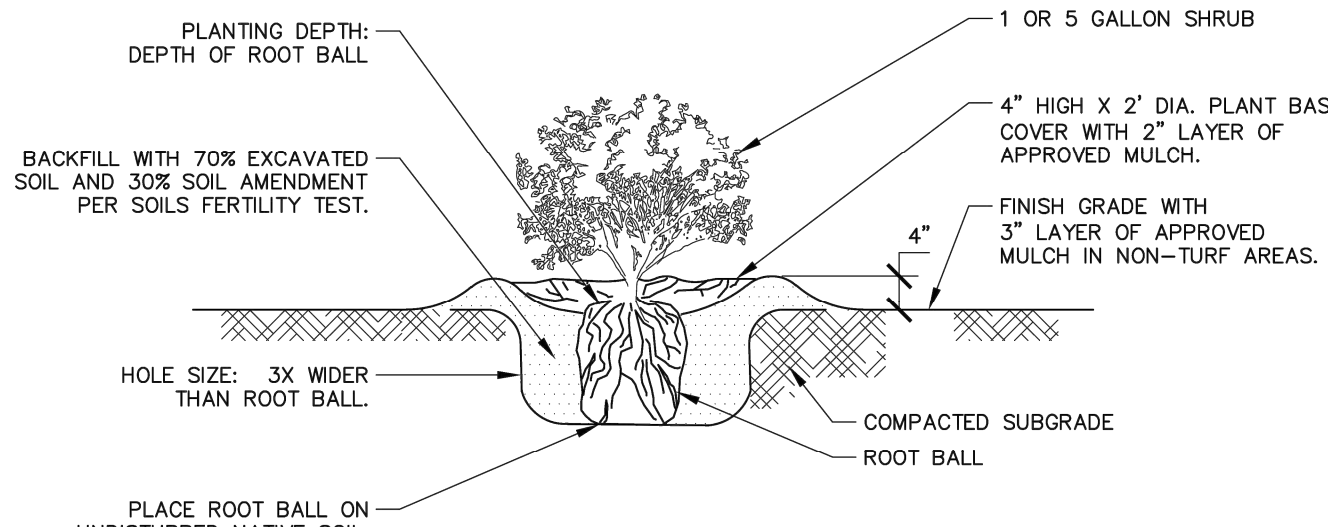
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GROUNDCOVER PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-17



NOTES

- AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
- PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT PRIOR TO PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
- SCORE ROOT BALL IN VARIOUS LOCATIONS.

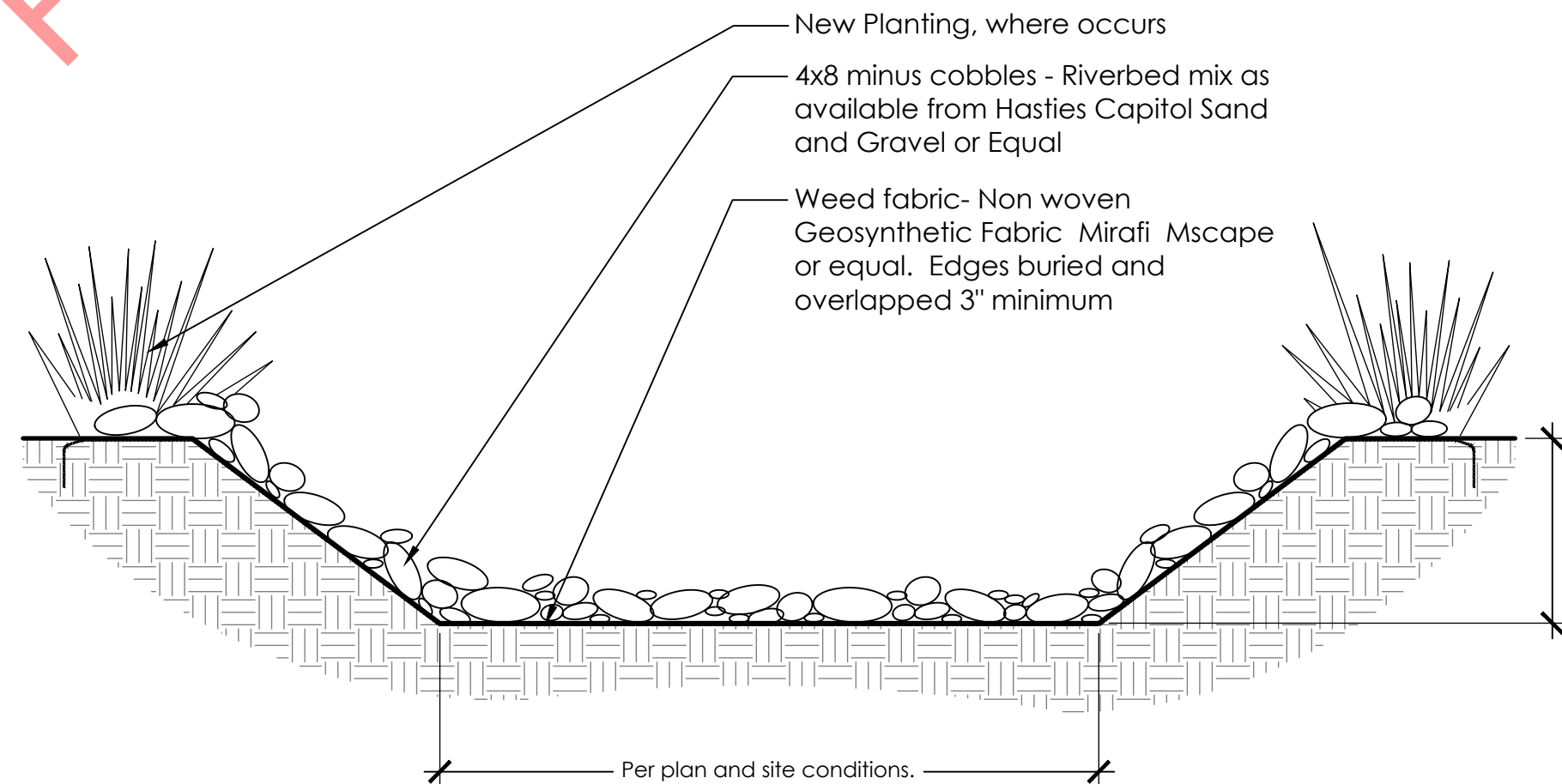
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SHRUB PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-18



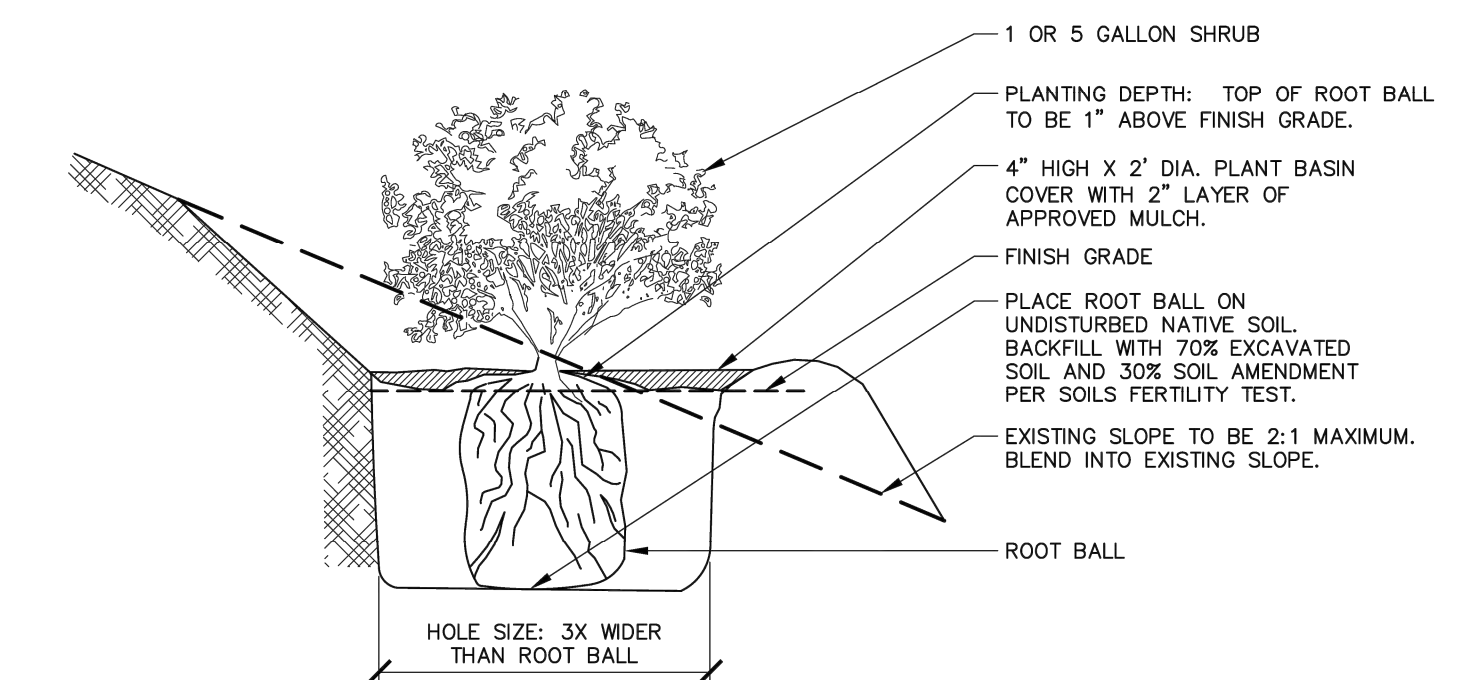
INSTALLATION NOTES:

See Civil plans for drain inlet locations and installation details. Cobble to be installed so that ground is completely covered and cobble overlap- 8" min depth of stone.

1 TYPICAL BIOSWALE SECTION

NOT TO SCALE

P-PA-JMP-93



NOTES

- PLANTER AREAS SHALL HAVE PRE-EMERGENT HERBICIDE APPLIED BEFORE PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
- SUBSLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.
- SCORE ROOT BALL IN VARIOUS LOCATIONS.

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SHRUBS ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-19

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APN 498-010-030-000

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CITY PARK SITE JM50 - ROSEVILLE, CA 95747

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No. Description Date

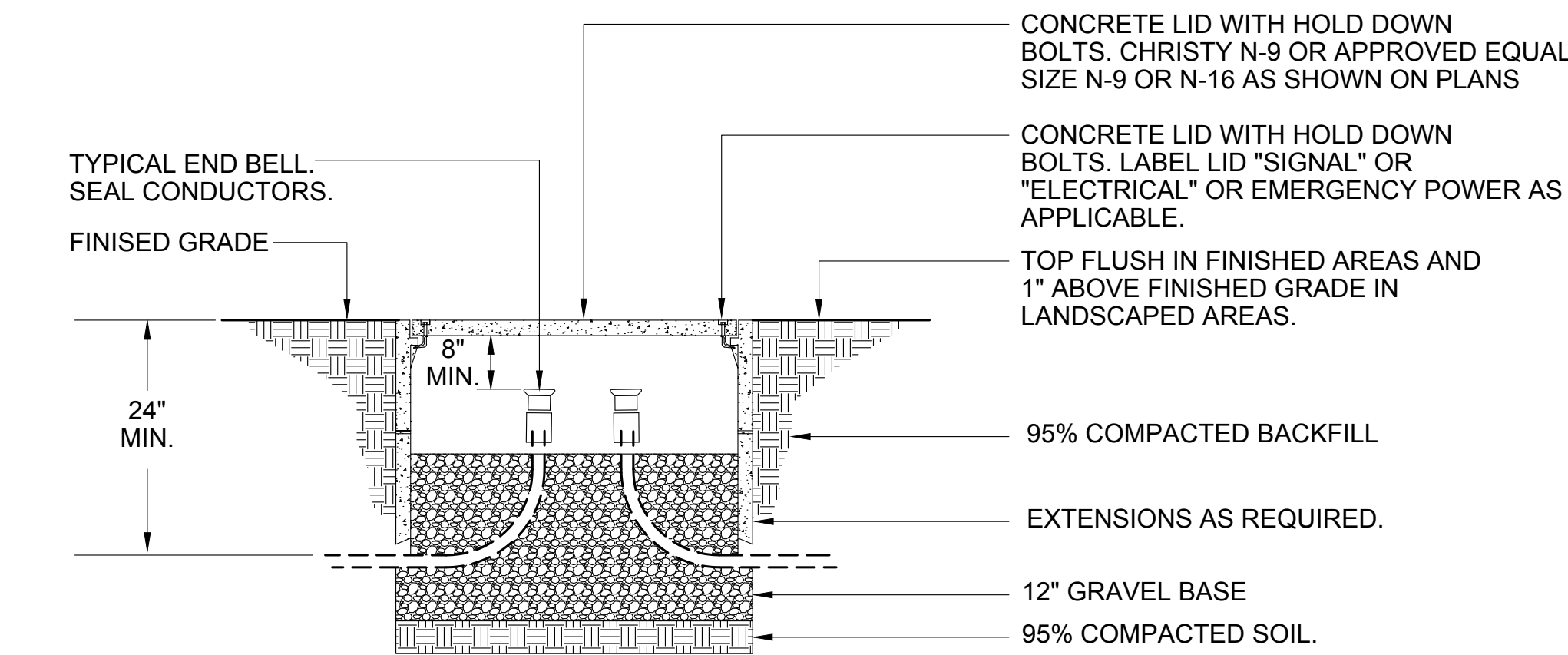
Key Plan/Consultant Stamp

City of Roseville Approval

PLANTING DETAILS CITY STANDARDS & SOILS REPORT

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

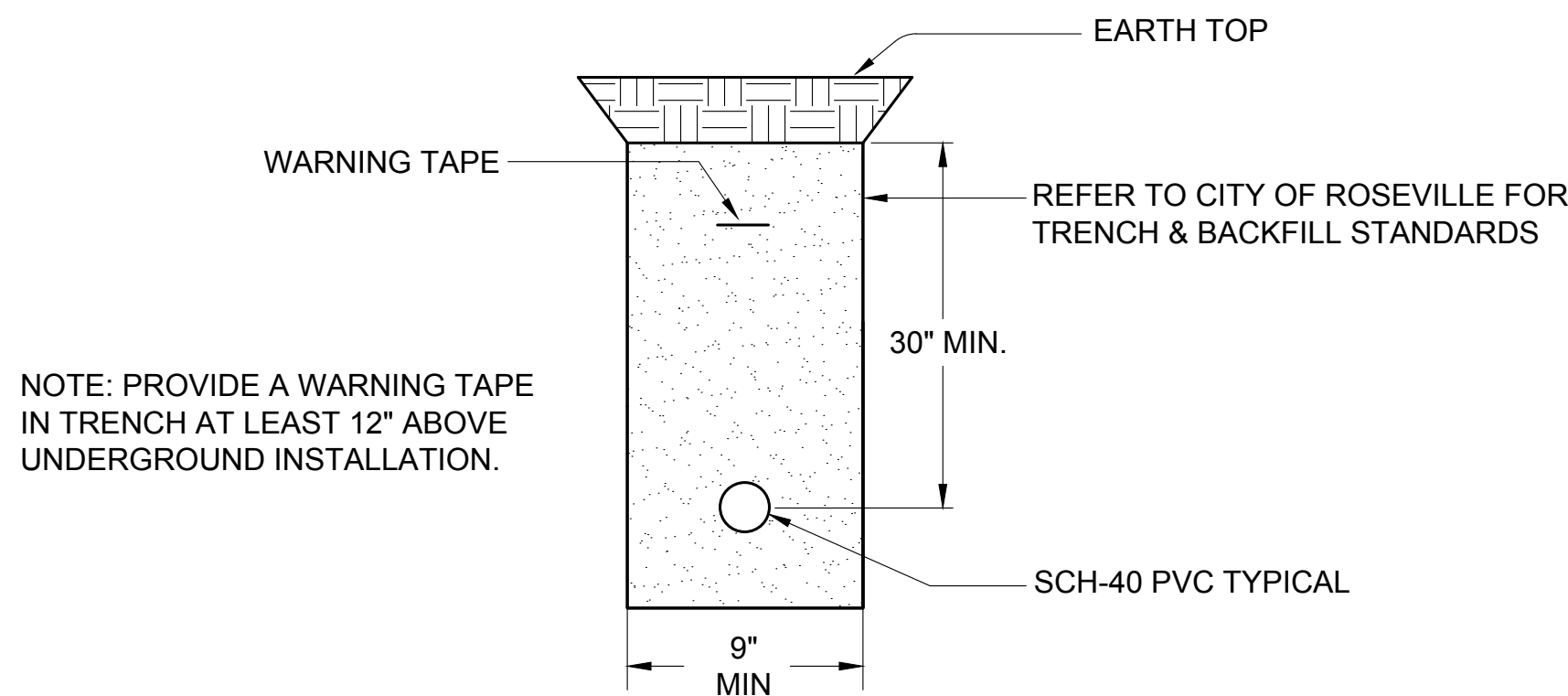
LP1.4



SIDE VIEW

PULL BOX DETAIL

NOT AT SCALE

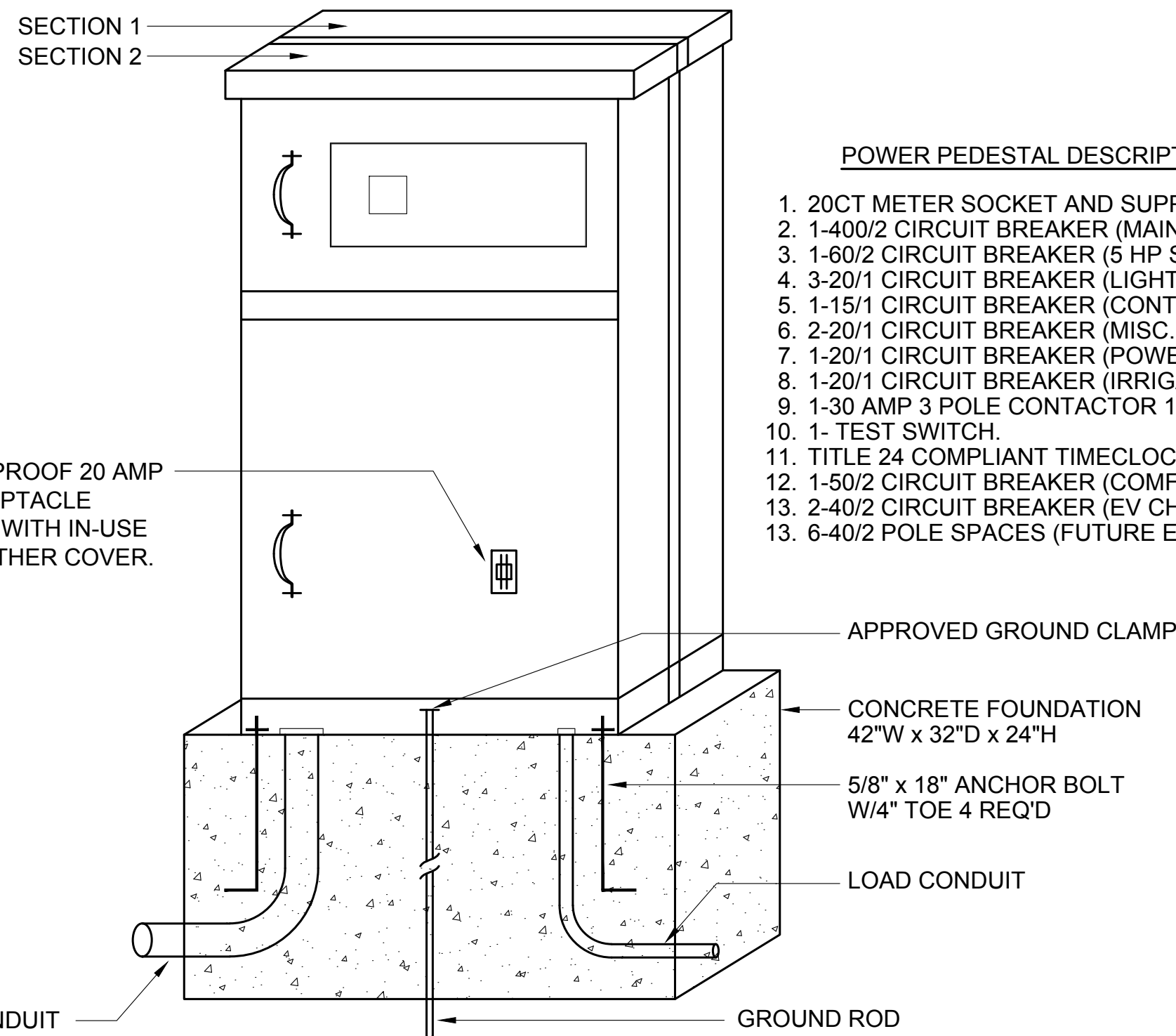


UNDERGROUND CONDUIT TRENCH DETAIL

NO SCALE

ENCLOSURE CONSTRUCTION NOTES

1. FABRICATED FROM 14 GA. STAINLESS STEEL AND INT. 14 GA. COLD COLD ROLLED ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
2. CONSTRUCTION WILL BE NEMA 3R, RAIN TIGHT.
3. ALL NUTS, BOLTS AND SCREWS WILL BE STAINLESS STEEL.
4. NUTS, BOLTS & SCREWS WILL NOT BE VISIBLE FROM OUTSIDE OF ENCLOSURE.
5. NAMEPLATES WILL BE PROVIDED AS REQUIRED.
6. CONTROL WIRING WILL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
7. A PLASTIC COVERED WIRING DIAGRAM WILL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
8. ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA STANDARDS AND SHALL BEAR A UL 508 LABEL.



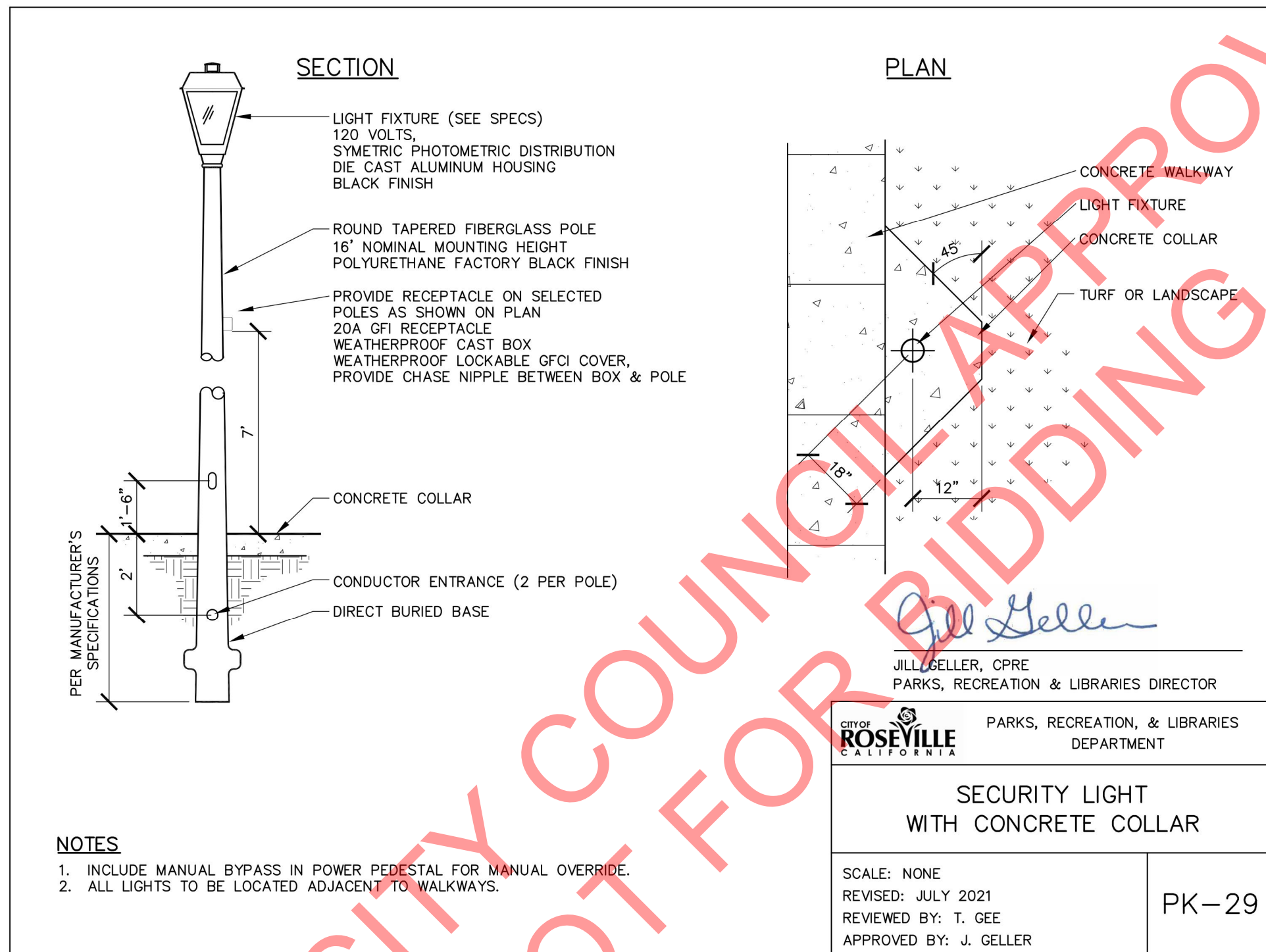
FRONT VIEW

PARK SERVICE PEDESTAL ELEVATION

NO SCALE



Know what's below.
Call before you dig.



NOTES

1. INCLUDE MANUAL BYPASS IN POWER PEDESTAL FOR MANUAL OVERRIDE.
2. ALL LIGHTS TO BE LOCATED ADJACENT TO WALKWAYS.

SECURITY POLE LIGHT DETAIL

NO SCALE

LUMINAIRE SCHEDULE

TAG	MANUFACTURER & CATALOG NUMBER	DESCRIPTION	MTG.	LAMP		VOLTS	WATTS	REMARKS
				TYPE	No.			
P	HADCO RL54 B B N 1 A W N N A 2 N N N SP1	LED POLE LIGHT	POST	LED	-	120	39	WHATLEY POLE: TR34-16-DE-BLK-TXT-3030-RC PER SPEC SECTION 26 00 00 2.10

LIGHTING FIXTURE NOTES:

1. THE EXACT MOUNTING LOCATION FOR ALL LIGHT FIXTURES SHALL BE DETERMINED FROM THE ARCHITECTURAL/CIVIL/LANDSCAPE DRAWINGS.

SERVICE NOTES

THE CONTRACTOR SHALL INCLUDE IN HIS WORK THE POWER SERVICES. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH THE UTILITY CO. REQUIREMENTS AND THESE PLANS AND SPECIFICATIONS. CONTACT UTILITY COMPANIES AND OBTAIN THEIR REQUIREMENTS REGARDING DETAILS OF SERVICES AND ASSOCIATED WORK. WHEREVER THESE PLANS AND SPECIFICATIONS REQUIRE MATERIALS OR METHODS OF HIGHER QUALITY THAN THAT INDICATED BY THE UTILITY CO. THESE PLANS AND SPECIFICATIONS SHALL COVER. REPORT ANY CONFLICT IN REQUIREMENTS TO THE ARCHITECT BEFORE INSTALLING WORK.

POWER CO: ROSEVILLE ELECTRIC
2019 HILL TOP CIRCLE, ROSEVILLE, CA 95747

CONTACT: JEFF WILCOX (916) 746-1661

STANDARD ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
	POST TOP POLE LIGHT
	RECESSED PULL BOX, SIZE INDICATED ON PLANS.
	LUMINAIRE TAG, LETTER INDICATES TYPE, SEE LUMINAIRE SCHEDULE.
	SINGLE POLE TOGGLE SWITCH, MOUNTED +44" ABOVE FINISHED FLOOR TO CENTER OF BOX.
	SWITCH SUBSCRIPTS; a,b,c = DEVICE CONTROL, p = PILOT LIGHT, k = KEYED, mc = MOMENTARY CONTACT.
	METER/MAIN PANELBOARD.
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED.
	20 AMP 125V 3W DUPLEX CONVENIENCE RECEPTACLE, MOUNTED +18" ABOVE FINISHED FLOOR TO CENTER OF BOX WITH GROUND FAULT INTERRUPTER.
	JUNCTION BOX, SIZE AND TYPE AS INDICATED OR REQUIRED.
	EMPTY CONDUIT WITH PULL-LINE.
	WEATHERPROOF, DAMP OR WET LOCATION AS REQUIRED.
	GREEN INSULATED GROUND WIRE, #12 AWG UNLESS NOTED.
	UNLESS OTHERWISE NOTED.
	NUMBERED NOTE.
	RACEWAY INSTALLED IN CEILING OR WALL. ROUTE EXPOSED IN ALL UNFINISHED AREAS.
	RACEWAY INSTALLED BELOW FINISHED FLOOR OR GRADE.
	ARROW AT END OF RACEWAY INDICATES HOME RUN TO RESPECTIVE PANELBOARD OR SWITCHBOARD.
	BRANCH CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A 2 #12 AWG CIRCUIT WITH 1 #12 AWG GROUND.
	STRAIGHT CROSS-LINES IN BRANCH CIRCUIT RACEWAY INDICATE NUMBER OF #12 AWG WIRES IN A CIRCUIT. SHORT LINES INDICATE UNGROUNDED CONDUCTORS. LONG LINES INDICATE NEUTRAL CONDUCTORS. WIRES SHOWN ARE IN ADDITION TO 1 #12 AWG GROUNDING CONDUCTOR.
	BRANCH CIRCUIT WITH GROUNDING WIRE LARGER THAN #12 AWG. NUMBER ADJACENT TO CURVED CROSS-LINE INDICATES WIRE SIZE.
	BRANCH CIRCUIT RACEWAY WITH WIRE OTHER THAN #12 AWG. NUMBER ADJACENT TO STRAIGHT OR CURVED CROSS-LINES INDICATES WIRE SIZE. UNGROUNDED AND NEUTRAL CONDUCTORS SHALL BE THE SAME SIZE UNLESS OTHERWISE NOTED.

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JOHN BYOUK PARK (JM-50)
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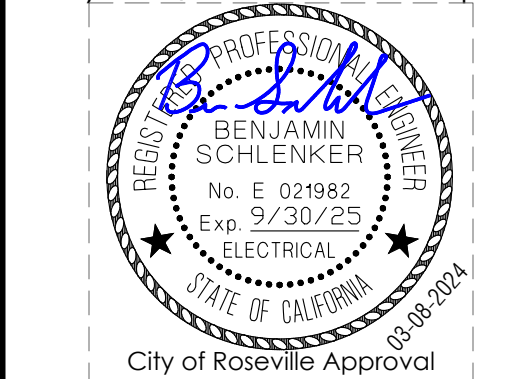
Stamp

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No.	Description	Date

Key Plan/Consultant Stamp



SYMBOLS LIST, NOTES,
SHEET INDEX,
LUMINAIRE SCHEDULE

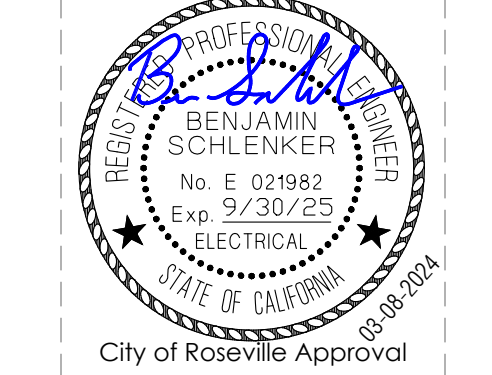
Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

E0.0

ECOM
ENGINEERING
1455 RESPONSE ROAD, SUITE 140
SACRAMENTO, CA. 95815
916.641.5600
916.641.1640 FAX
WWW.ECOMENG.COM

JOB NO. **21-P184.00** PM. **BS**
DESIGNERS **JB**
DRAWN BY **ECOM**

No.	Description	Date



STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Electrical Power Distribution			
CERTIFICATE OF COMPLIANCE		NRCC-ELC-E	
Project Name: PARK SITE JM-50		Report Page: (Page 2 of 6)	
Date Prepared: 2024-01-23T17:00:41-05:00		Date Prepared: 2024-01-23T17:00:41-05:00	

G. SEPARATION OF ELECTRICAL CIRCUITS FOR ENERGY MONITORING					
This table includes entirely new or complete replacement electrical power distribution systems to demonstrate compliance with 130.5(b)/160.6(b). Any load types that are not included in the service do not need to be shown. For multifamily occupancies, submetered systems that provide power to dwelling units do not need to meet these separation requirements and therefore load types on those submetered systems also do not need to be shown.					
01	02	03	04	05	
Load Type per Table 130.5-B ¹	Minimum Required Separation of Load per Table 130.5-B	Compliance Method ²	Location of Requirements in Construction Documents	Field Inspector	
				Pass	Fail
SERVICE PEDESTAL					
Plug Loads and appliances less than 25kVA	All plug loads in aggregate Groups of plug loads exceeding 25 kVA connected load in an area less than 5000 sf	Method 1: Switchboards, motor control centers, or panelboard loads disaggregated for each load type	E3.0	☐	☐
Lighting including exit, egress and exterior	All lighting in aggregate	Method 1: Switchboards, motor control centers, or panelboard loads disaggregated for each load type	E3.0	☐	☐
Domestic and service water systems	All loads in aggregate	Method 1: Switchboards, motor control centers, or panelboard loads disaggregated for each load type	E3.0	☐	☐

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STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Electrical Power Distribution			
CERTIFICATE OF COMPLIANCE		NRCC-ELC-E	
Project Name: PARK SITE JM-50		Report Page: (Page 6 of 6)	
Date Prepared: 2024-01-23T17:00:41-05:00		Date Prepared: 2024-01-23T17:00:41-05:00	

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT	
I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Author Name: BEN SCHLENKER	Documentation Author Signature:
Company: ECOM Engineering Inc.	Signature Date: 01-23-2024
Address: 1455 RESPONSE ROAD, SUITE 140	CEA/HERS Certification Identification (if applicable):
City/State/Zip: SACRAMENTO, CA 95815	Phone: (916) 641-5600
RESPONSIBLE PERSON'S DECLARATION STATEMENT	
I certify the following under penalty of perjury, under the laws of the State of California:	
1. The information provided on this Certificate of Compliance is true and correct.	
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).	
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.	
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.	
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation that the owner provides to the building owner at occupancy.	
Responsible Designer Name: BEN SCHLENKER	Responsible Designer Signature:
Company: ECOM ENGINEERING, INC.	Date Signed: 01-23-2024
Address: 1455 RESPONSE ROAD, SUITE 140	License: E 021982
City/State/Zip: SACRAMENTO, CA 95815	Phone: (916) 641-5600

Generated Date/Time:		Documentation Software: Energy Code Ace	
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STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Electrical Power Distribution			
CERTIFICATE OF COMPLIANCE		NRCC-ELC-E	
Project Name: PARK SITE JM-50		Report Page: (Page 2 of 6)	
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C. COMPLIANCE RESULTS						
Results in this table are automatically calculated from data input and calculations in Tables F through J. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.						
01	02	03	04	05	06	
Service Electrical Metering 130.5(a)/160.6(a) (See Table F)	AND	Separation for Monitoring 130.5(b)/160.6(b) (See Table G)	AND	Voltage Drop 130.5(c)/160.6(c) (See Table H)	AND	Controlled Receptacles 130.5(d)/160.6(d) (See Table I)
	AND	Yes	AND	Yes	AND	Yes
COMPLIES with Exceptional Conditions						
D. EXCEPTIONAL CONDITIONS						
This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.						
Table B indicates the project is exempt from 130.5(p) Service Electrical Metering requirements because the utility company has provided the project a metering system that indicates instantaneous kW demand and kWh for a utility-defined period.						
E. ADDITIONAL REMARKS						
This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.						

Generated Date/Time:		Documentation Software: Energy Code Ace	
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Report Version: 2022.0.000 Schema Version: rev 20220101	Compliance ID: 172301-0124-0004 Report Generated: 2024-01-23 14:00:43	

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Electrical Power Distribution			
CERTIFICATE OF COMPLIANCE		NRCC-ELC-E	
Project Name: PARK SITE JM-50		Report Page: (Page 5 of 6)	
Date Prepared: 2024-01-23T17:00:41-05:00		Date Prepared: 2024-01-23T17:00:41-05:00	

I. CIRCUIT CONTROLS FOR 120-VOLT RECEPTACLES AND CONTROLLED RECEPTACLES						
01	02	03	04	05	06	07
Room name or Description	Location/ Type of Controlled Receptacles ¹	Shut-Off Controls	Demand Responsive Controls	Permanent Durable Marking Will be Used	Location of Requirements in Construction Documents	Field Inspector
						Pass Fail
ELECTRICAL PEDESTAL AND SECURITY POLE LIGHT - E2.0	---	---		☐		☐ ☐
* NOTES: If "Other" is selected under Shut-Off Controls above, please indicate how compliance has been achieved in the space provided below.						
* FOOTNOTES: Receptacles dedicated to refrigerators and water dispensers in kitchens, located a minimum of 6ft above the floor specifically for clocks, network copiers, fax machines, A/V and data equipment other than personal computers in copy rooms, circuits rated more than 20 Amps, or connected to a UPS that are intended to be in continuous use and are marked to differentiate them from other receptacles or circuits are excepted from the requirements.						

K. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION	
Selections have been made based on information provided in this document. If any selection have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online	
Form/Title	
NRCC-ELC-E - Must be submitted for all buildings	
L. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE	
There are no forms required for this project.	

Generated Date/Time:		Documentation Software: Energy Code Ace	
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Report Version: 2022.0.000 Schema Version: rev 20220101	Compliance ID: 172301-0124-0004 Report Generated: 2024-01-23 14:00:43	

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION			
Electrical Power Distribution					
CERTIFICATE OF COMPLIANCE		NRCC-ELC-E			
This document is used to demonstrate compliance with mandatory requirements in 130.5, for electrical systems in newly constructed nonresidential and hotel/motel occupancies and 160.6 and 160.9 for electrical systems in newly constructed multifamily occupancies. Additions and alterations to electrical service systems in nonresidential and hotel/motel occupancies will also use this document to demonstrate compliance per 141.0(a) or 141.0(b)2P for alterations. For multifamily addition or alterations compliance will be documented per 180.1(a) or 180.2 (b)4Bvii					
Project Name: PARK SITE JM-50	Report Page: (Page 1 of 6)				
Project Address: CITY PARK SITE JM-50, ROSEVILLE, CALIFORNIA 95747	Date Prepared: 2024-01-23T17:00:41-05:00				
A. GENERAL INFORMATION					
01	Project Location (city)	ROSEVILLE	02	Climate Zone	11
			03	Occupancy Types Within Project:	All Other Occupancies
B. PROJECT SCOPE					
This table includes electrical systems that are within the scope of the permit application.					
01	02	03	04	05	06
Electrical Service Designation/ Description	Scope of Work ¹	Rating ² (kVA)	Utility Provided Metering System Exception to 130.5(a)/160.6(a) ³	System subject to CA Elec Code Article 517 Exception to 130.5(a)and (b)	Demand Response Controls
SERVICE PEDESTAL	New electrical service equipment and meter	75	☒	☐	☐
Provides power to dwelling units/common living areas only in multifamily occupancy					
Where required, demand response controls must be specified which are capable of receiving and automatically responding to at least one standards based messaging protocol which enables demand response after receiving a demand response signal. Sections 120.2/ 160.3, 130.1/ 160.5, and 130.3/ 160.5, and mechanical, indoor lighting, and sign lighting Certificate of Compliance documents will indicate when demand response controls are required.					
* FOOTNOTES: Adding only new feeders and branch circuits triggers Voltage Drop 130.5(c)/160.6(c), no other requirements from 130.5/160.6 are required.					
* If common use areas in a multifamily are submetered, rating is for submeter size serving common use areas.					
* Applicable if the utility company is providing a metering system that indicates instantaneous kW demand and kWh for a utility-defined period.					

Generated Date/Time:		Documentation Software: Energy Code Ace	
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Report Version: 2022.0.000 Schema Version: rev 20220101	Compliance ID: 172301-0124-0004 Report Generated: 2024-01-23 14:00:43	

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Electrical Power Distribution			
CERTIFICATE OF COMPLIANCE		NRCC-ELC-E	
Project Name: PARK SITE JM-50		Report Page: (Page 4 of 6)	
Date Prepared: 2024-01-23T17:00:41-05:00		Date Prepared: 2024-01-23T17:00:41-05:00	

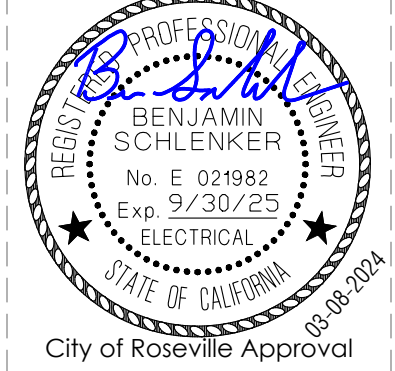
G. SEPARATION OF ELECTRICAL CIRCUITS FOR ENERGY MONITORING					
This table includes entirely new or complete replacement electrical power distribution systems to demonstrate compliance with 130.5(b)/160.6(b). Any load types that are not included in the service do not need to be shown. For multifamily occupancies, submetered systems that provide power to dwelling units do not need to meet these separation requirements and therefore load types on those submetered systems also do not need to be shown.					
01	02	03	04	05	
Load Type per Table 130.5-B ¹	Minimum Required Separation of Load per Table 130.5-B	Compliance Method ²	Location of Requirements in Construction Documents	Field Inspector	
				Pass	Fail
* NOTES: If "Other" is selected under Compliance Method above, please indicate how compliance has been achieved in the space provided below.					
* FOOTNOTES: For each separate load type, up to 10% of the connected load may be of any type.					
* Method 1: Switchboards/ motor control centers/ panelboard loads disaggregated for each load type.					
* Method 2: Switchboards/ motor control centers/ panelboard supply other distribution equipment with loads disaggregated for each load type.					
* Method 3: Branch circuits serve load types individually and provisions for adding future branch circuit monitoring.					
* Method 4: Complete metering system measures and reports loads by type.					
See Chapter 8 of the Nonresidential Compliance Manual for more detail on Compliance Methods.					

H. VOLTAGE DROP					
This table includes entirely new or complete replacement electrical power distribution systems, or alterations that add, modify or replace both feeders and branch circuits to demonstrate compliance with 130.5(c)/160.6(c). For alterations, only the altered circuits must demonstrate compliance per 141.0(b)2Piii/180.2(b)4Bviii.					
01	02	03	04	05	
Electrical Service Designation/Description	Combined Voltage Drop on Installed Feeder/Branch Circuit Conductors Compliance Method	Location of Voltage Drop Calculations ³	Sheet Number for Voltage Drop Calculations in Construction Documents	Field Inspector	
				Pass	Fail
SERVICE PEDESTAL	☒ Voltage drop less than 5%	☐ Permitted by CA Elec Code (Exception to 130.5(c)) ⁴	In construction documents	E3.0	☐ ☐
* NOTES: If "Permitted by CA Elec Code" is selected under Compliance Method above, please indicate where the exception applies in the space provided below.					
* FOOTNOTES: Voltage drop calculations may be attached to the permit application outside the construction documents if allowed by the Authority Having Jurisdiction. Select "attached" if applicable. If calculations will be the responsibility of the installing contractor, select "Contractor Responsible".					

I. CIRCUIT CONTROLS FOR 120-VOLT RECEPTACLES AND CONTROLLED RECEPTACLES					
This table includes entirely new or complete replacement electrical power distribution systems to demonstrate compliance with 130.5(d)/160.6(d). Both controlled and uncontrolled receptacles must be provided in office areas, lobbies, conference rooms, kitchen areas in office spaces, copy rooms and hotel/motel guest rooms.					
Generated Date/Time:					
Documentation Software: Energy Code Ace					
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Report Version: 2022.0.000 Schema Version: rev 20220101	Compliance ID: 172301-0124-0004 Report Generated: 2024-01-23 14:00:43			

Electrical Power Distribution Mandatory Measures:	
110.12(a) DEMAND RESPONSIVE (DR) CONTROLS	
ALL DEMAND RESPONSIVE CONTROLS SHALL:	
1. BE EITHER A CERTIFIED OPENADR 2.0a OR OPENADR 2.0b VIRTUAL END NODE (VEN); OR B. CERTIFIED BY THE MANUFACTURER AS BEING CAPABLE OF RESPONDING TO A DR SIGNAL FROM A CERTIFIED OPENADR 2.0b VEN AUTOMATICALLY IMPLEMENTING THE CONTROL FUNCTIONS REQUESTED BY THE VEN FOR THE EQUIPMENT IT CONTROLS.	
2. BE CAPABLE OF COMMUNICATING USING ONE OR MORE OF THE FOLLOWING: WI-FI, ZIGBEE, BACNET, ETHERNET, OR HARD-WIRING.	
3. CONTINUE TO PERFORM ALL OTHER CONTROL FUNCTIONS PROVIDED BY THE CONTROL WHEN COMMUNICATIONS ARE DISABLED OR UNAVAILABLE.	
4. DR CONTROL THERMOSTATS SHALL COMPLY WITH REFERENCE JOINT APPENDIX 5 (JAS), TECHNICAL SPECIFICATIONS FOR OCCUPANT CONTROLLED SMART THERMOSTATS.	
110.12(d) DEMAND RESPONSIVE ELECTRONIC MESSAGE CENTER CONTROL	
CONTROLS FOR ELECTRONIC MESSAGE CENTERS GREATER THAN 15KW SHALL BE CAPABLE OF REDUCING THE LIGHTING POWER BY A MINIMUM OF 30% WHEN RECEIVING A DR SIGNAL.	
130.5(b) SEPARATION OF CIRCUITS FOR ELECTRICAL ENERGY MONITORING	
ELECTRICAL POWER DISTRIBUTION SYSTEMS SHALL BE DESIGNED SO THAT MEASUREMENT DEVICES CAN MONITOR ENERGY USE OF LOAD TYPES ACCORDING TO TABLE 130.5-B.	
130.5(c) VOLTAGE DROP	
THE MAXIMUM COMBINED VOLTAGE DROP ON BOTH INSTALLED FEEDER AND BRANCH CIRCUIT CONDUCTORS TO THE FARTHEST CONNECTED LOAD OR OUTLET SHALL NOT EXCEED 5%.	
130.5(d) CIRCUIT CONTROLS FOR 120-VOLT RECEPTACLES AND CONTROLLED RECEPTACLES	
BOTH CONTROLLED AND UNCONTROLLED 120-VOLT RECEPTACLES SHALL BE PROVIDED IN OFFICE AREAS, LOBBIES, CONFERENCE ROOMS, KITCHEN AREAS IN OFFICE SPACES, AND COPY ROOMS.	
CONTROLLED RECEPTACLES SHALL:	
• BE CAPABLE OF AUTOMATICALLY SHUTTING OFF WHEN THE SPACE IS UNOCCUPIED, EITHER AT RECEPTACLE OR CIRCUIT LEVEL. AUTOMATIC TIME SWITCH CONTROL SHALL INCORPORATE OVERRIDE CONTROL ALLOWING CONTROLLED RECEPTACLE TO REMAIN ON FOR NO MORE THAN 2 HOURS AND AN AUTOMATIC HOLIDAY SHUT-OFF TO TURN OFF ALL LOADS FOR AT LEAST 24 HOURS THEN RESUME NORMAL SCHEDULE. COUNTDOWN TIMER SWITCHES SHALL NOT BE USED FOR COMPLIANCE.	
• EITHER A SPLITWIRE RECEPTACLE SHALL BE INSTALLED, OR AT LEAST ONE CONTROLLED RECEPTACLE SHALL BE INSTALLED WITHIN 6 FT OF EACH UNCONTROLLED RECEPTACLE. FOR MODULAR FURNITURE, INSTALL ONE CONTROLLED RECEPTACLE PER WORKSTATION.	
• INCLUDE PERMANENT AND DURABLE MARKINGS TO DIFFERENTIATE THEM FROM UNCONTROLLED RECEPTACLES OR CIRCUITS.	
NOTE: HARDWIRED POWER STRIP CONTROLLED BY AN OCCUPANT SENSING CONTROL MAY BE USED TO COMPLY WITH 130.5(d). PLUG-IN DEVICES MAY NOT BE USED FOR COMPLIANCE.	

No.	Description	Date



STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 1 of 7)

Project Address: CITY PARK SITE JM-60, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

A. GENERAL INFORMATION

01 Project Location (city)

ROSEVILLE

04 Total Illuminated Hardscape Area (ft²)

120000

02 Climate Zone

11

03 Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):

☐ LZ-0: Very Low - Undeveloped Parkland

☐ LZ-2: Moderate - Urban Clusters

☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval

☐ LZ-3: Low - Rural Areas

☒ LZ-3: Moderately High - Urban Areas

05 Occupancy Types within Project

• All Other Occupancies

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)(6) or 141.0(b)(2) / 180.2(b)(4Bv) for alterations.

My Project Consists of:

01

02

☒ New Lighting System

Must Comply with Allowances from 140.7 / 170.2(e)(6)

☐ Altered Lighting System

Is your alteration increasing the connected lighting load (Watts)?

☒ Yes

☐ No

03

04

05

% of Existing Luminaires Being Altered¹

Sum Total of Luminaires Being Added or Altered

Calculation Method

☐ < 10%

☐ >= 10% and < 50%

☐ >= 50%

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

¹ FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.

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Documentation Software: Energy Code Ace

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 4 of 7)

Project Address: CITY PARK SITE JM-50, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.

Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Manadatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01

02

03

04

05

Area Description

Shut-Off
130.2(c)(1) / 160.5(c)

Auto-Schedule
130.2(c)(2) / 160.5(c)

Motion Sensor
130.2(c)(3) / 160.5(c)

Field Inspector

PARKING LOT / PICNIC AREA - "P"

Astronomical Timer

Provided

NA: Each Luminaire <= 40 Watts

☐

☐

¹ FOOTNOTE: Text has been abbreviated, please refer to Table 160.5-4 to confirm compliance with the specific light source technologies listed.

² Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.

³ Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from ii and iii.

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Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 7 of 7)

Project Address: CITY PARK SITE JM-60, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:

BEN SCHLENKER

Signature Date:

01-23-2024

Company:

ECOM Engineering Inc.

Address:

1455 RESPONSE ROAD, SUITE 140

City/State/Zip:

SACRAMENTO, CA 95815

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.

2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)

3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.

4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.

5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the owner provides to the building owner at occupancy.

Responsible Designer Name:

BEN SCHLENKER

Responsible Designer Signature:

Date Signed:

01-23-2024

Company:

ECOM ENGINEERING, INC.

Address:

1455 RESPONSE ROAD, SUITE 140

City/State/Zip:

SACRAMENTO, CA 95815

Generated Date/Time:

Documentation Software: Energy Code Ace

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 2 of 7)

Project Address: CITY PARK SITE JM-50, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)(6) or 141.0(b)(2) / 180.2(b)(4Bv

01

02

03

04

05

06

07

08

09

General Hardscape Allowance
140.7(d)(1) / 170.2(e)(6) (See Table I)

+

Per Application
140.7(d)(2) / 170.2(e)(6) (See Table J)

+

Sales Frontage
140.7(d)(2) / 170.2(e)(6) (See Table K)

+

Ornamental
140.7(d)(2) / 170.2(e)(6) (See Table L)

+

Per Specific Area
140.7(d)(2) / 170.2(e)(6) (See Table M)

OR

Existing Power Allowance
141.0(b)(2) / 180.2(b)(4Bv (See Table N)

=

Total Allowed (Watts)

≥

Total Actual (Watts)

07 must be >= 08

3,250

+

+

+

+

OR

=

3,250

≥

117

COMPLIES

Shielding Compliance (See Table G for Details)

N/A

Controls Compliance (See Table H for Details)

COMPLIES

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Compliance ID: 172301-0124-0006

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Report Generated: 2024-01-23 14:30:13

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 5 of 7)

Project Address: CITY PARK SITE JM-50, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/Table 170.2-A while "Use it or lose it" Allowances are per Table 140.7-B /Table 170.2-S. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

01

02

03

04

05

06

07

08

09

☒ General Hardscape Allowance (Below)

☐ Per Application Table J

☐ Sales Frontage Table K

☐ Ornamental Table L

☐ Per Specific Area Table M

Area Description

Illuminated Area (ft²)

Area Wattage Allowance (AWA) (W/ft²)

Area Allowance (Watts)

Perimeter Length (lf)

Allowed Density (W/lf)

Linear Allowance (Watts)

Total General AWA + LWA (Watts)

PARKING LOT / PICNIC AREA

120000

0.021

2520

2400

0.2

480

3000

Initial Wattage Allowance for Entire Site (Watts):

250

Instances of Initial Wattage Allowance (LZ 0 only)¹

Total General Hardscape Allowance (Watts):

3250

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Compliance ID: 172301-0124-0006

Schema Version: rev 20220101

Report Generated: 2024-01-23 14:30:13

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 3 of 7)

Project Address: CITY PARK SITE JM-50, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)(6) all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)(2) only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01

02

03

04

05

06

07

08

09

10

Name or Item Tag

Complete Luminaire Description

Watts per luminaire^{1,2}

How is Wattage determined

Total Number Luminaires³

Luminaire Status⁴

Excluded per 140.7(a) / 170.2(e)(6A)

Design Watts

Cutoff Req: > 6,200 initial lumen output 130.2(b) / 160.5(c)^{1,4}

Field Inspector

P

LED POLE LIGHT

☐ Linear

39

Mfr. Spec

3

New

☐

117

NA: < 6200 lumens

☐

☐

Total Design Watts:

117

¹ NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
Ex: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

² FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b)

³ For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.

⁴ Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.

⁵ Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b) / 160.5(c)

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

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Report Generated: 2024-01-23 14:30:13

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTO-E

Project Name: PARK SITE JM-50

Report Page: (Page 6 of 7)

Project Address: CITY PARK SITE JM-50, ROSEVILLE, CALIFORNIA 95747

Date Prepared: 2024-01-23T17:30:10-05:00

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title

NRCC-LTO-E - Must be submitted for all buildings

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: <http://www.energy.ca.gov/title24/btcp/providers.html>

Form/Title

NRCA-LTO-Q2-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.

PARKING LOT / PICNIC AREA: "P"

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Compliance ID: 172301-0124-0006

Schema Version: rev 20220101

Report Generated: 2024-01-23 14:30:13

Outdoor Lighting Mandatory Measures:

110.9 OUTDOOR LIGHTING CONTROLS AND COMPONENTS

ALL LIGHTING CONTROL DEVICES AND SYSTEMS, AND ALL LIGHT SOURCES SHALL MEET THE APPLICABLE REQUIREMENTS OF 110.9.

130.0 GENERAL LUMINAIRE REQUIREMENTS

ALL LUMINAIRES SHALL BE FACTORY-LABELLED PER 130.0(c). ENERGY MANAGEMENT CONTROL SYSTEMS (EMCS) SHALL MEET REQUIREMENTS OF 130.0(e).

130.2(c) CONTROLS FOR OUTDOOR LIGHTING

ALL OUTDOOR LIGHTING SHALL BE INDEPENDENTLY CONTROLLED FROM OTHER ELECTRICAL LOADS AND SHALL HAVE THE FOLLOWING FEATURES:

1. AUTOMATICALLY TURNS OFF OUTDOOR LIGHTING WHEN DAYLIGHT IS AVAILABLE

2. AUTOMATIC SCHEDULING CONTROLS

3. AUTOMATIC SCHEDULING CONTROLS SHALL BE INSTALLED FOR ALL OUTDOOR LIGHTING.

4. CAPABLE OF REDUCING LIGHTING POWER AT LEAST 50% AND NO MORE THAN 90% AND SEPARATELY CAPABLE OF TURNING LIGHTING OFF DURING UNOCCUPIED PERIODS

5. THAT ALLOW SCHEDULING OF AT LEAST TWO NIGHTTIME PERIODS WITH INDEPENDENT LIGHTING LEVELS (MAY INCLUDE OVERRIDE FOR NO MORE THAN 2 HOURS)

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Compliance ID: 172301-0124-0006

Schema Version: rev 20220101

Report Generated: 2024-01-23 14:30:13

ECOM

ENGINEERING

1455 RESPONSE ROAD, SUITE 140

SACRAMENTO, CA. 95815

916.641.5600

916.641.1640 FAX

WWW.ECOMENG.COM

JOB NO. 21-P184.00

PM. BS

DESIGNERS. IB

DRAWN BY. ECOM

CONCRETE PULL BOX SCHEDULE			
BOX NO.	APPROX SIZE (INTERIOR)	LABEL	NOTES
P1	10" X 17"	LIGHTING	--
P2	10" X 17"	ELECTRICAL	--

NUMBERED NOTES

- EXISTING UTILITY SWITCHGEAR.
- PROPOSED LOCATION OF NEW PAD MOUNT UTILITY TRANSFORMER. PROVIDE EQUIPMENT PAD PER ROSEVILLE ELECTRIC REQUIREMENTS.
- METERED ELECTRICAL SERVICE PEDESTAL BY TESCO. INSTALL PER MANUFACTURER REQUIREMENTS. PROVIDE PROTECTION PER UTILITY COMPANY REQUIREMENTS. REFER TO DETAIL 3 ON E0.00.
- (2) 1" EMPTY CONDUIT STUBS.
- COMFORT STATION PANEL L1. SEE ONE LINE DIAGRAM FOR ADDITIONAL INFORMATION.

NUMBERED NOTES

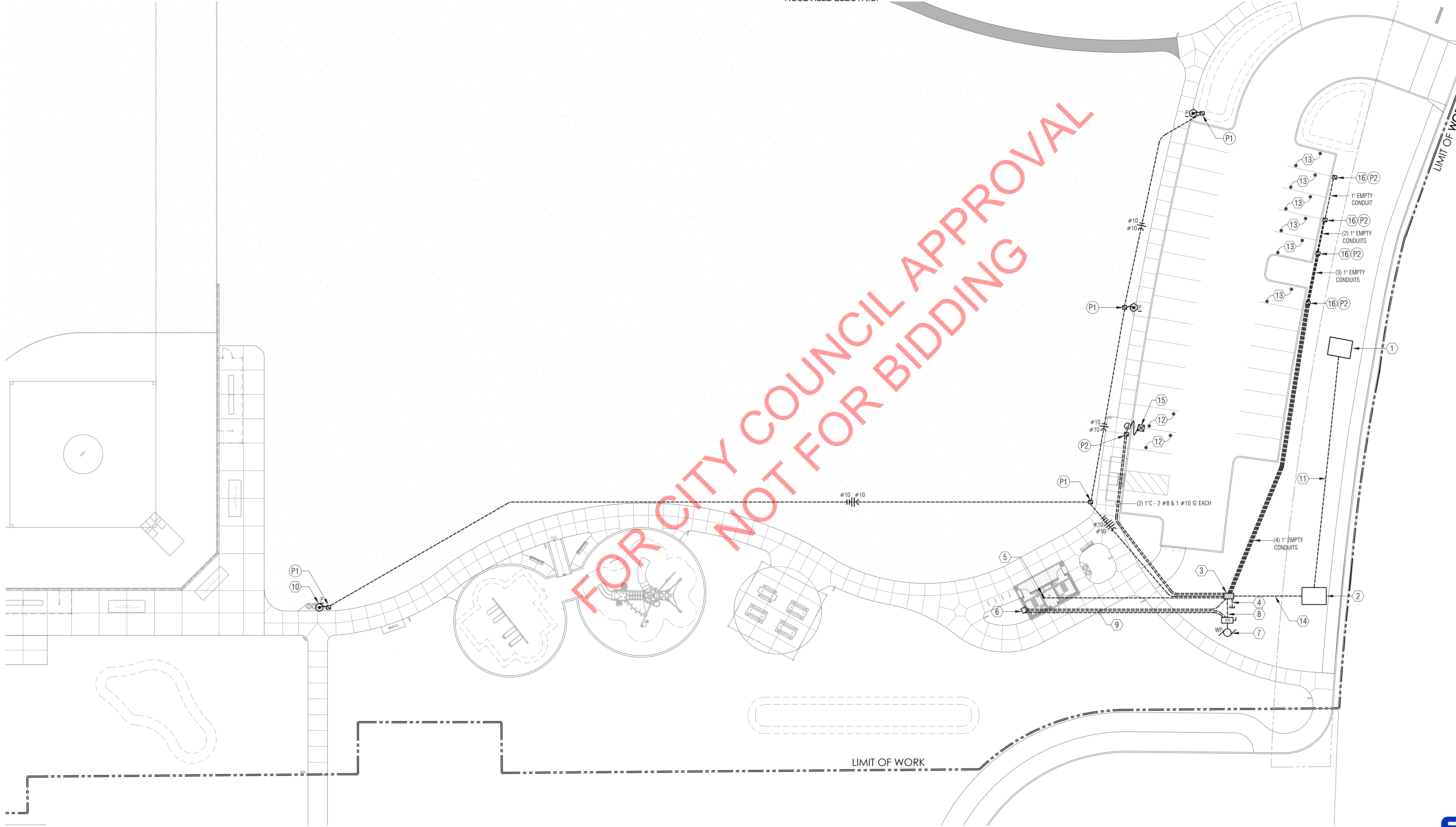
- IRRIGATION CONTROLLER, 120V. N.I.E.S.
- NEW 5 HORSEPOWER 240V, 1PH PUMP MOTOR. MOTOR CONNECTED TO VARIABLE FREQUENCY DRIVE WITH 240V, 1PH INPUT.
- SEE ONE-LINE DIAGRAM FOR CONDUIT AND WIRE SIZE.
- 2 - 1 1/4" EMPTY CONDUIT FOR CONTROL WIRING BY OTHERS.
- NEW SECURITY POLE LIGHT. PROVIDE WITH 120V RECEPTACLE. REFER TO DETAIL 4 ON SHEET E0.0.
- PRIMARY MEDIUM VOLTAGE SERVICE CONDUITS PER ROSEVILLE ELECTRIC.

NUMBERED NOTES

- PARKING STALL IS RECEIVING EVCS.
- PARKING STALL RESERVED FOR FUTURE EVCS.
- SECONDARY SERVICE CONDUITS AND CONDUCTORS. SEE SHEET E3.0 FOR QUANTITY AND SIZES.
- 240V, DUAL CORD, LEVEL II EV CHARGING STATION. EV CHARGERS ARE FURNISHED BY THE CITY AND INSTALLED BY THE VENDOR. PROCUREMENT AND INSTALLATION OF EV CHARGERS IS NOT IN THE ELECTRICAL SCOPE OF THIS PROJECT.
- PULL BOX FOR FUTURE 240V, LEVEL II EV CHARGING STATION.

SHEET NOTES

- TYPICAL - SITE RECEPTACLES SHALL BE GFCI TYPE. PROVIDE WEATHER PROOF "WHILE IN USE" COVER.
- BRANCH CIRCUITS SERVING SITE LIGHTING LOADS SHALL BE ROUTED THROUGH ASTRONOMICAL TIME CLOCK TO PROVIDE AUTOMATIC SHUT OFF.
- ALL ELECTRICAL UTILITY INSTALLATIONS SHALL BE COORDINATED WITH ROSEVILLE ELECTRIC COMMITMENT DRAWINGS AND COMMERCIAL CONSTRUCTION SPECIFICATIONS.



1 ELECTRICAL SITE PLAN
1" = 20' - 0"

ECOM
ENGINEERING
1455 RESPONSE ROAD, SUITE 140
SACRAMENTO, CA. 95815
916.641.5600
916.641.1640 FAX
WWW.ECOMENG.COM

JOB NO. 21-P184.00 PM_BS
DESIGNERS IB
DRAWN BY ECOM

QUADRIGA
landscape architecture and planning, inc.
SACRAMENTO | SANTA ROSA
916.441.2129 | www.quadrigo-inc.com

CITY OF
ROSEVILLE
CALIFORNIA
Parks, Recreation
& Libraries

CWJ - 500100
EN - 24-0029
BD -

JOHN BYOUK PARK (JM-50)
100% Construction Documents

APN 498-010-030-000

4651 UPLAND DR

CITY PARK SITE JM50 - ROSEVILLE, CA 95747

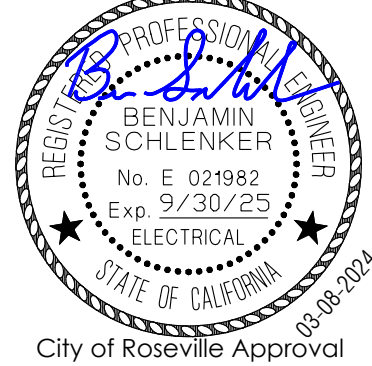
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Issuances & Revisions

No.	Description	Date
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Key Plan/Consultant Stamp

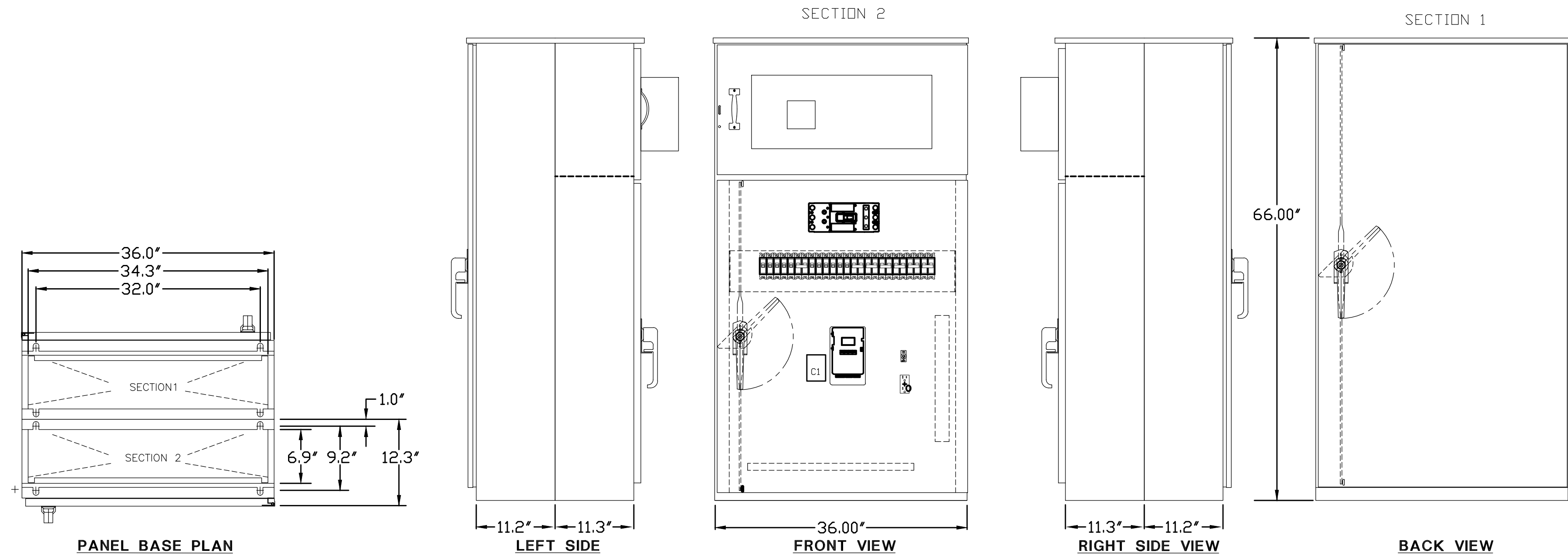


City of Roseville Approval

ELECTRICAL SITE PLAN

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

E2.0



TESCO CONTROLS INC.
916.395-8800
SACRAMENTO, CA.

T-1
24-412CTSXB8
INDUSTRIAL CONTROL PANEL

VOLTAGE	PHASE	WIRES	MAINS AMPERES	HZ
120/240	1	3	400	60

SUITABLE FOR USE IN A CIRCUIT CAPABLE OF
DELIVERING NOT MORE THAN

AMPERES	AT	VOLTAGE
22,000	RMS SYM.	240 V

METER SOCKET RATING 20CT A. CONT.
ENCLOSURE TYPE 3R

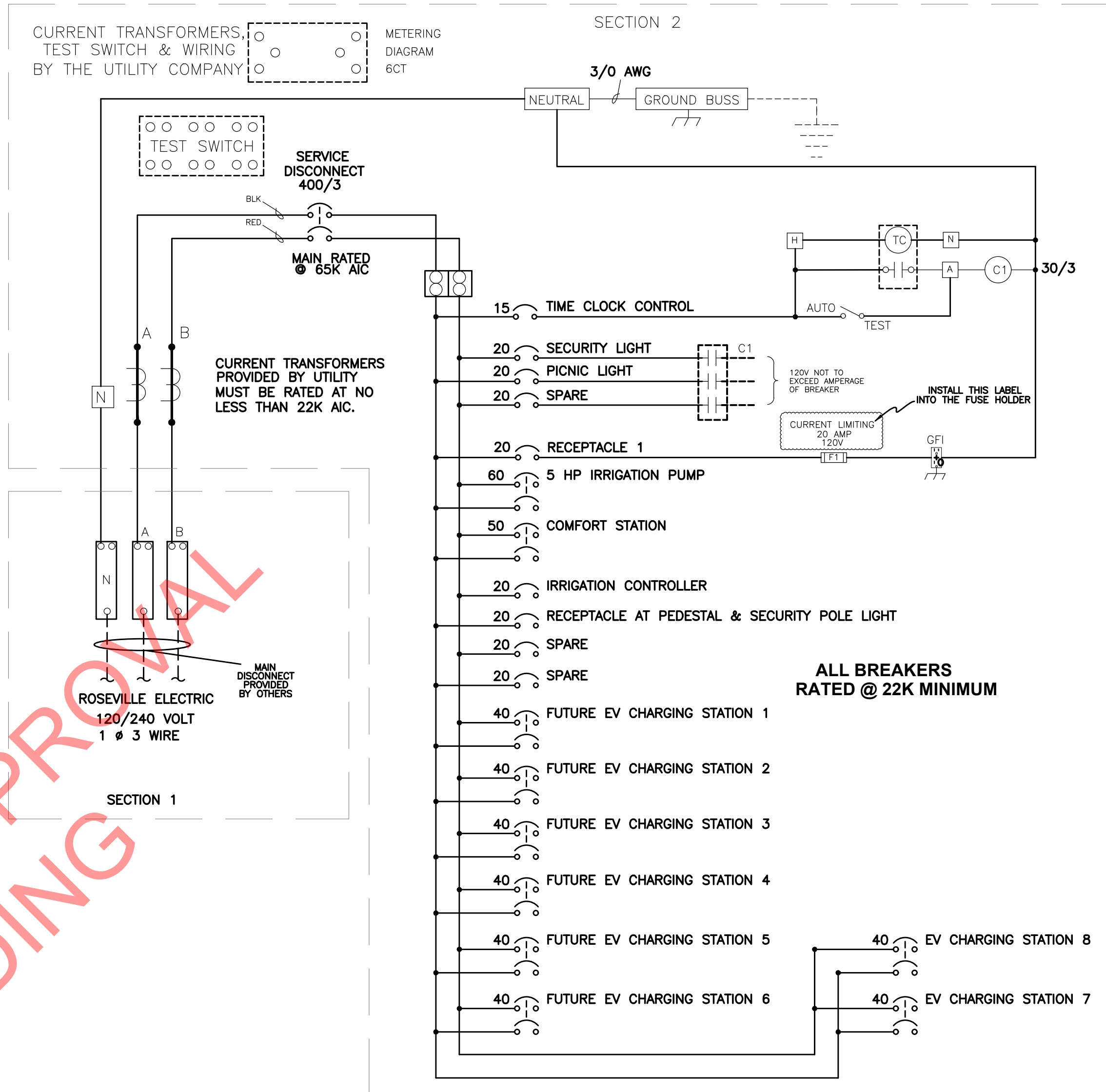
SUITABLE ONLY FOR USE AS
SERVICE EQUIPMENT

ENCLOSURE CONSTRUCTION NOTES

- EXTERIOR 12 GA. H.D. GALV. STEEL AND INTERIOR 14 GA. COLD ROLLED STEEL ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
- CONSTRUCTION WILL BE TYPE 3R, RAIN TIGHT.
- ALL NUTS, BOLTS AND SCREWS WILL BE STAINLESS STEEL.
- NUTS, BOLTS & SCREWS WILL NOT BE VISIBLE FROM OUTSIDE OF ENCLOSURE.
- NAMEPLATES WILL BE PROVIDED AS REQUIRED.
- CONTROL WIRING WILL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
- A PLASTIC COVERED WIRING DIAGRAM WILL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
- ENCLOSURE WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA AND UL 508A STANDARDS.
- ENCLOSURE RATED AT 22K AIC WITH EXCEPTION OF METER SOCKET AND SUPPORT HARDWARE
- COLOR TO BE: ***RANCH GREEN***

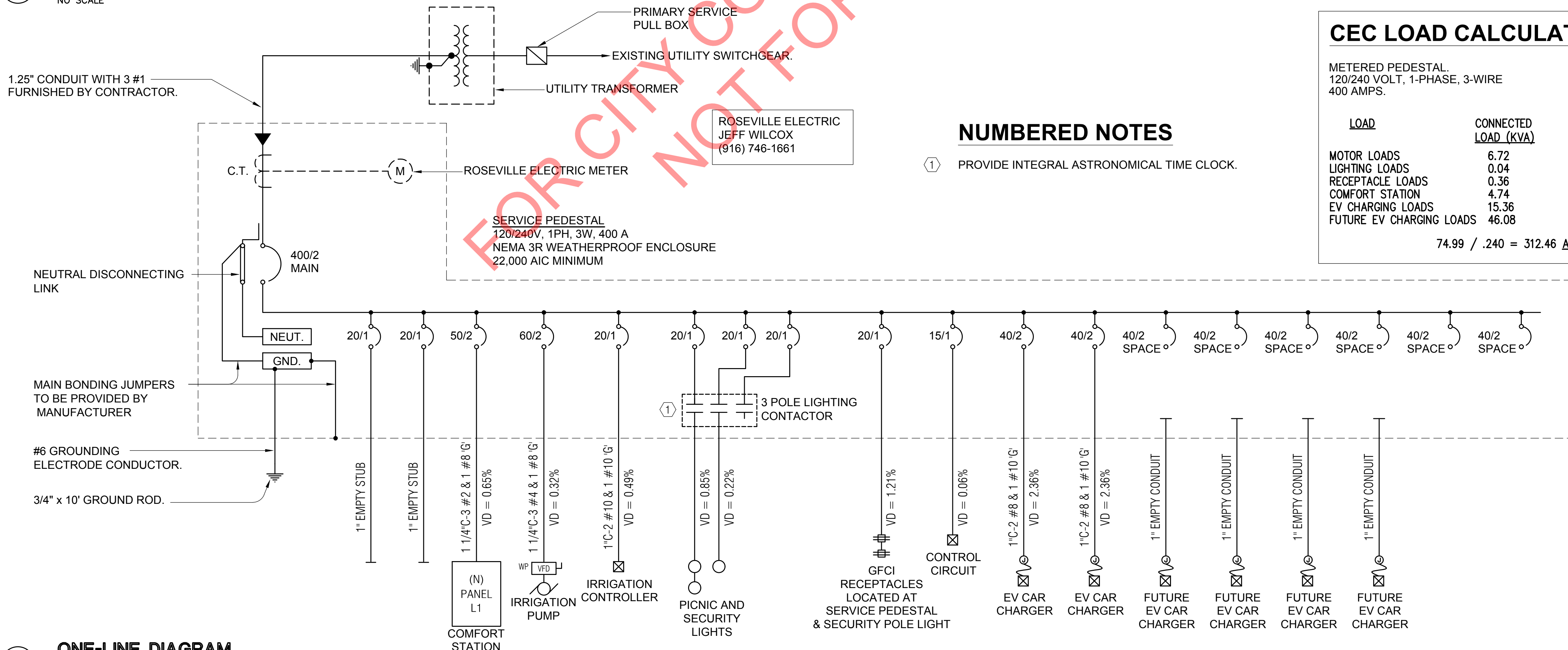
NOTE: LOAD CURRENT FOR ALL BREAKERS NOT TO EXCEED 80% OF BREAKER AMPERAGE

SERVICE EQUIPMENT WIRING DIAGRAM



1 POWER PEDESTAL ELEVATION AND WIRING DIAGRAM

NO SCALE



CEC LOAD CALCULATIONS

METERED PEDESTAL
120/240 VOLT, 1-PHASE, 3-WIRE
400 AMPS.

LOAD	CONNECTED LOAD (KVA)	DEMAND FACTOR	TOTAL KVA
MOTOR LOADS	6.72	125%	8.40
LIGHTING LOADS	0.04	125%	0.05
RECEPTACLE LOADS	0.36	100%	0.36
COMFORT STATION	4.74	100%	4.74
EV CHARGING LOADS	15.36	100%	15.36
FUTURE EV CHARGING LOADS	46.08	100%	46.08
74.99 / .240 = 312.46 AMPS.			74.99

NUMBERED NOTES

- ① PROVIDE INTEGRAL ASTRONOMICAL TIME CLOCK.

2 ONE-LINE DIAGRAM

NO SCALE

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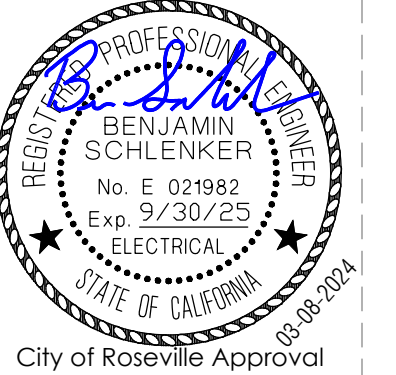
Stamp

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Issuances & Revisions

No.	Description	Date
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Key Plan/Consultant Stamp



ONE-LINE DIAGRAM
AND LOAD
CALCULATIONS

Date: 2024/03/08
Project Number: 21-1745
Scale: AS NOTED

E3.0

Standard Comfort Station #2 Master Plan

City of Roseville

Parks, Recreation, and Libraries Dept.

Roseville, CA



WMB
ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

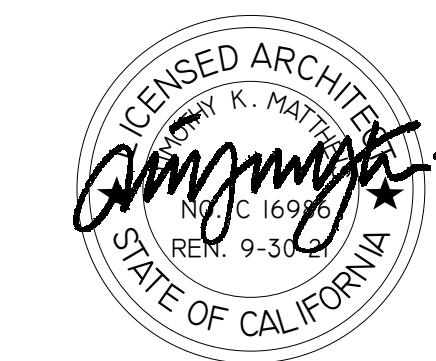
T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

Standard Comfort
Station #2
Roseville, CA

WMB Project No. 20-086



PUBLISH HISTORY:

DATE	PURPOSE
05.13.21	100% CDs
1 08.11.21	PLAN REVIEW
2 08.11.21	COORDINATION



TITLE SHEET

T1

LIST OF SHEETS

T1	TITLE SHEET	S0.1	STRUCTURAL NOTES
T2	ACCESSIBILITY, SIGNAGE + PROJECT DATA	S0.2	STRUCTURAL NOTES
T3	CALGREEN CODE COMPLIANCE	S1.1	TYPICAL DETAILS
		S1.2	TYPICAL DETAILS
A0.1	SPECIFICATIONS	S2.1	FOUNDATION PLAN & ROOF FRAMING PLAN
A0.2	SPECIFICATIONS	S3.2	STRUCTURAL DETAILS
A0.3	SPECIFICATIONS		
A0.4	SPECIFICATIONS	P1	PLUMBING FLOOR PLANS AND SCHEDULES
A1	PLANS + ELEVATIONS	E1	SYMBOLS
A2	SECTION + DETAILS	E2	POWER AND LIGHTING PLAN
A3	DOOR + FINISHES SCHEDULE	E3	TITLE 24 COMPLIANCE
		E4	TITLE 24 COMPLIANCE

GENERAL NOTES

- ALL WORK SHALL BE IN CONFORMANCE WITH THE LATEST ADOPTED AND EFFECTIVE EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR), AS APPLICABLE:
 - PART 1 CALIFORNIA ADMINISTRATIVE CODE
 - PART 2 2019 CALIFORNIA BUILDING CODE
 - PART 3 2019 CALIFORNIA ELECTRICAL CODE
 - PART 4 2019 CALIFORNIA MECHANICAL CODE
 - PART 5 2019 CALIFORNIA PLUMBING CODE
 - PART 6 2019 CALIFORNIA ENERGY CODE
 - PART 9 2019 CALIFORNIA FIRE CODE
 - PART 11 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
- ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE CITY OF ROSEVILLE PARKS DESIGN AND CONSTRUCTION STANDARDS.

SPECIAL INSPECTIONS

- SEE STRUCTURAL SHEETS FOR REQUIRED STRUCTURAL SPECIAL INSPECTIONS

BID ALTERNATES

- A. BABY CHANGING STATION IN ROOM UNISEX 102; AND ASSOCIATED EXTERIOR SIGNAGE

ABBREVIATIONS

@	AT	F.D.	FLOOR DRAIN	P.F.	PREFINISHED
A.B.	ANCHOR BOLT	F.E.	FIRE EXTINGUISHER	P.O.C.	POINT OF CONNECTION
A.C.	AIR CONDITIONER	F.G.	FIBERGLASS / FINISH GRADE	P.T.	PRESSURE TREATED
A.D.	AREA DRAIN	F.H.	FIRE HYDRANT	PL.	PLATE
A.F.F.	ABOVE FINISH FLOOR	F.O.S.	FACE OF STUD	PLAS.	PLASTIC
ABV.	ABOVE	FIN.	FINISH	PLY	PLYWOOD
ACC.	ACCESSIBLE	FLR.	FLOOR	PR.	PAIR
ACST.	ACOUSTIC	FT.	FOOT / FEET	PROP.	PROPERTY
ADJ.	ADJUSTABLE	FTG.	FOOTING	PSI	POUNDS PER SQUARE INCH
ALUM.	ALUMINUM	G.I.	GALVANIZED IRON	R.C.	RELATIVE COMPACTION
APPL.	APPLICABLE	G.L.B.	GLUE LAMINATED BEAM	R.W.L.	RAIN WATER LEADER
APPROX.	APPROXIMATE	GA.	GAUGE	R.W.S.	RECESSED WATER SERVICE
		GD.	GRADE	RDWD.	REDWOOD
		GL.	GLASS	REINF.	REINFORCED
		GYP. BD.	GYPSUM BOARD	REQD.	REQUIRED
				RM.	ROOM
B.O.	BOTTOM OF	H.M.	HOLLOW METAL	S.C.	SOLID CORE
B.P.	BUILDING PAPER	HD.	HEAD	S.D.	STORM DRAIN
B.U.	BUILT UP	HDR.	HEADER	S.F.	SQUARE FOOTAGE / STONERENT
BD.	BOARD	HDWR.	HARDWARE	S.M.	SHEET METAL
BLDG.	BUILDING	HR.	HORIZONTAL	S.M.S.	SHEET METAL SCREW
BLK.	BLOCK	HT.	HEIGHT	S.P.	SINGLE PLY
BLKG.	BLOCKING	INSUL.	INSULATION	S.S.	SANITARY SEWER LINE / STANDING SEAM / STAINLESS STEEL
BOTT.	BOTTOM	INT.	INTERIOR	SCH.	SCHEDULE
BTWN.	BETWEEN	JB.	JAMB	SECT.	SECTION
		JT.	JOINT	SHT.	SHEET
C.I.	CAST IRON	LAM.	LAMINATE	SIM.	SIMILAR
C.I.P.	CAST-IN-PLACE	LAV.	LAVATORY	SL.	SILL
C.J.	CONTROL JOINT	LT.	LIGHT	SPEC.	SPECIFICATION
C.L.	CENTER LINE	LTWT.	LIGHT WEIGHT	SQ.	SQUARE
CAB.	CABINET	M.L.	METAL LATH	STD.	STANDARD
CAT.	CATALOG	MAX.	MAXIMUM	STL.	STEEL
CBG.	CALIFORNIA BUILDING CODE	MFG.	MANUFACTURER	SUSP.	SUSPENDED
CLG.	CEILING	MTD.	MINIMUM / MINUTE MOUNTED	SW.	SWITCH
CLR.	CLEAR	(N)	NEW	T & B	TOP & BOTTOM
CMU	CONCRETE MASONRY UNIT	N.I.C.	NOT IN CONTRACT	T & G	TONGUE & GROOVE
COL.	COLUMN	N.T.S.	NOT TO SCALE	T.O.	TOP OF
COMP.	COMPACTED	N/A	NOT APPLICABLE	T.O.C.	TOP OF CURB
CONC.	CONCRETE	NO. / #	NUMBER	T.O.P.	TOP OF PAVING
CONT.	CONTINUOUS			TUBE STEEL	TUBE STEEL
		O.C.	ON CENTER	TEMP	TEMPORARY
d	PENNY	OPP.	OPPOSITE HAND	TYP.	TYPICAL
D.F.	DOUGLAS FIR / DRINKING FOUNTAIN	oz.	OUNCE	U.B.C.	UNIFORM BUILDING CODE
D.H.	DOUBLE HUNG			U.O.N.	UNLESS OTHERWISE NOTED
D.S.	DOWNSPOUT			V.B.	VAPOR BARRIER
DBL.	DOUBLE			V.I.F.	VERIFY IN FIELD
DIA.	DIAMETER			V.T.R.	VENT THROUGH ROOF
DN.	DOWN			VERT.	VERTICAL
DWG.	DRAWING			W.	WIDE
				W.H.	WATER HEATER
E.I.F.S.	EXTERIOR INSULATION & FINISH SYSTEM			W.I.	WROUGHT IRON
E.J.	EXPANSION JOINT			W.W.F.	WOVEN WIRE FABRIC
E.W.	EACH WAY			w/	WITH
EA.	EACH			w/o	WITHOUT
ELEV.	ELEVATION			WAINS.	WAINSCOT
EQ.	EQUAL			WD.	WOOD
EXIST. / (E)	EXISTING				
EXP.	EXPANSION				
EXT.	EXTERIOR				

OWNER INFORMATION

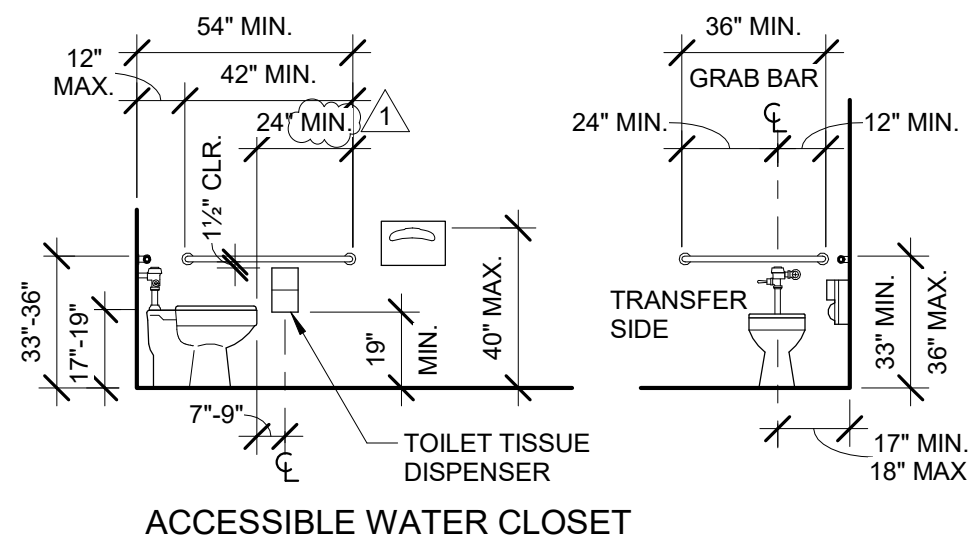
OWNER	CITY OF ROSEVILLE PARKS, RECREATION, & LIBRARIES DEPARTMENT 311 VERNON STREET ROSEVILLE, CA 95678 PHONE: 916.774.5342 CONTACT: RJAHJA CANLAS
-------	---

LIST OF CONSULTANTS

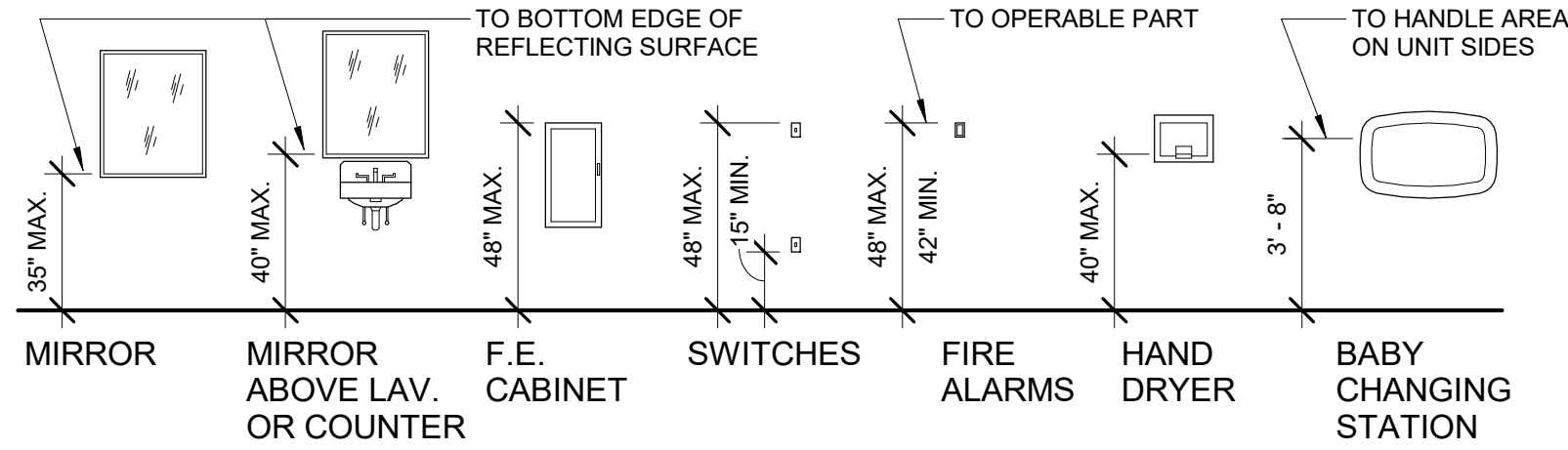
ARCHITECT	WMB ARCHITECTS 5757 PACIFIC AVENUE, STE 226 STOCKTON, CA 95207 PHONE: 209.944.9110 FAX: 209.944.5711 EMAIL: tm@wmbarchitects.com CONTACT: TIM MATTHEIS, PROJECT ARCHITECT
STRUCTURAL ENGINEER	MERIDIAN STRUCTURAL ENGINEERS, INC. 1843 IRON POINT RD, #100 FOLSOM, CA 95630 PHONE: 916.365.4740 EMAIL: mkeeb@meridianse.com CONTACT: MIKE BAKER, S.E.
MECHANICAL ENGINEER	CAPITAL ENGINEERING 11020 SUN CENTER DRIVE, STE 100 RANCHO CORDOVA, CA 95670 PHONE: 916.851.3500 EMAIL: kstillman@capital-engineering.com CONTACT: KEVIN STILLMAN, M.E.
ELECTRICAL ENGINEER	THE ENGINEERING ENTERPRISE 1125 HIGH STREET AUBURN, CA 95603 PHONE: 530.886.8556 FAX: 530.886.8557 EMAIL: scott@engent.com CONTACT: SCOTT WHEELER, PROJECT ENGINEER

SYMBOLS

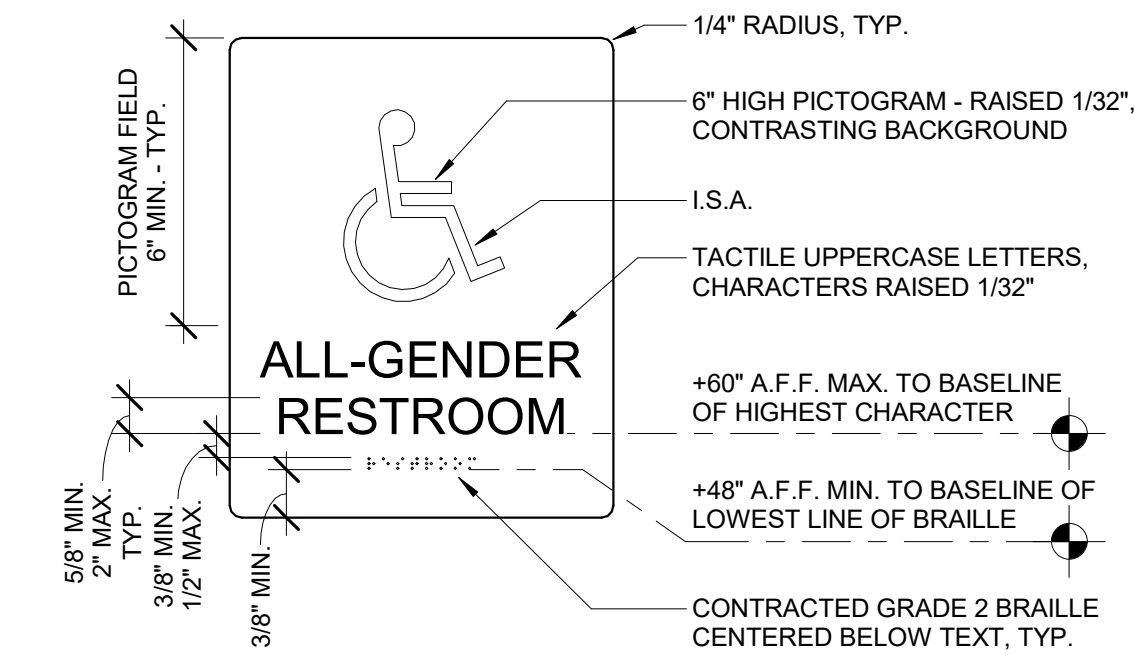
	BUILDING SECTION		ELEVATION MARKER
	WALL SECTION		DETAIL DESIGNATION
	NUMBERED NOTE		FINISH DESIGNATION
	REVISION TO DRAWINGS		CENTERLINE DESIGNATION
	INTERIOR ELEVATION MARKER		
ROOM NAME 101	ROOM NAME AND NUMBER		



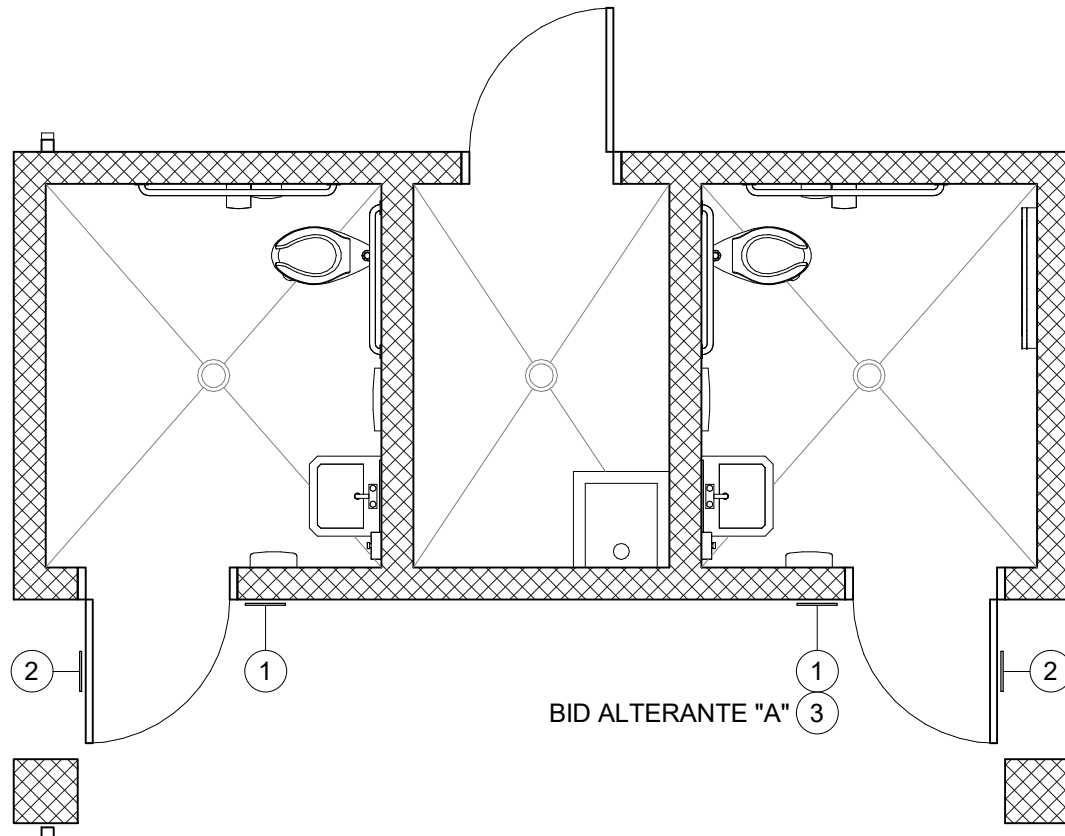
G RESTROOM MOUNTING HEIGHTS
SCALE: 1/4" = 1'-0"



H TYP. RESTROOM CLEARANCES
SCALE: 1/2" = 1'-0"



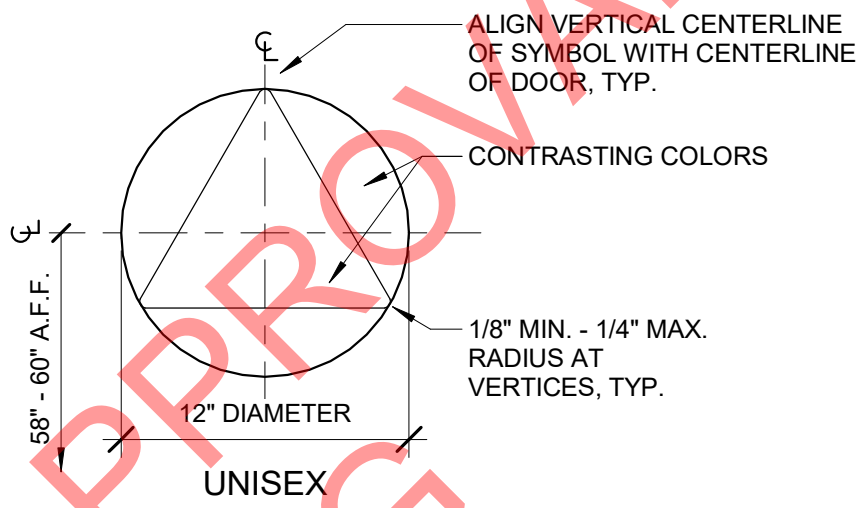
C TACTILE RR. ID. WALL SIGNAGE
SCALE: 3" = 1'-0"



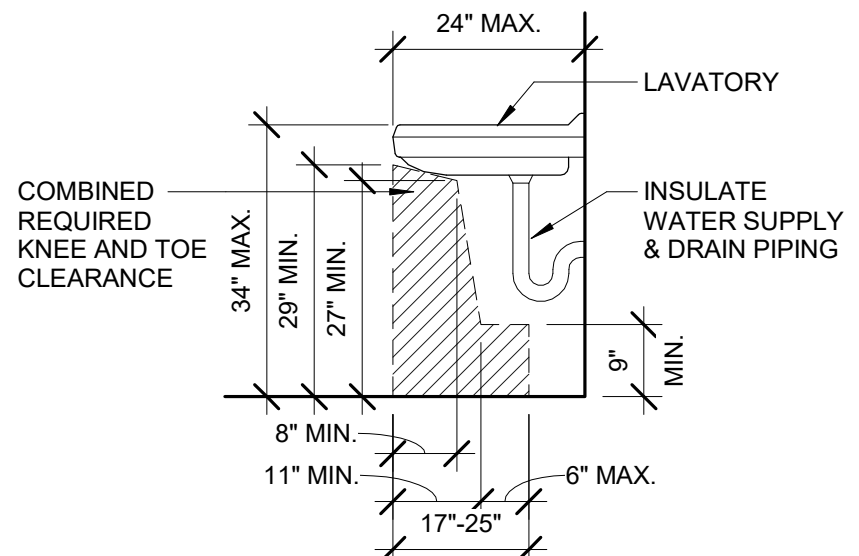
A ACCESSIBLE DOOR
SCALE: 1/4" = 1'-0"

POSTED SIGNAGE LEGEND			
NO.	SIGN TYPE	TEXT	DETAIL
1	UNISEX RESTROOM ID w/ ISA SYMBOL	ALL-GENDER RESTROOM	C
2	UNISEX RESTROOM DOOR SYMBOL	-	D
3	BABY CHANGING STATION SIGN**	BABY CHANGING STATION	F

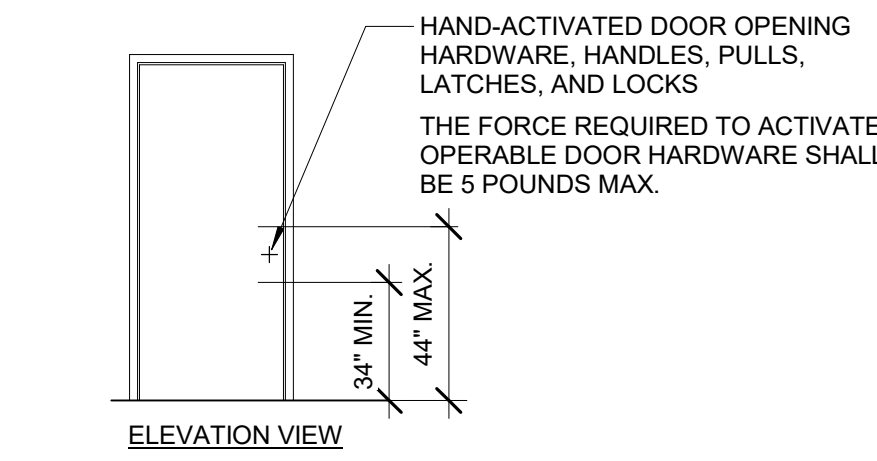
NOTE: DETAIL REFERENCES REFER TO DETAILS THIS SHEET U.O.N.
** BID ALTERNATE "A"



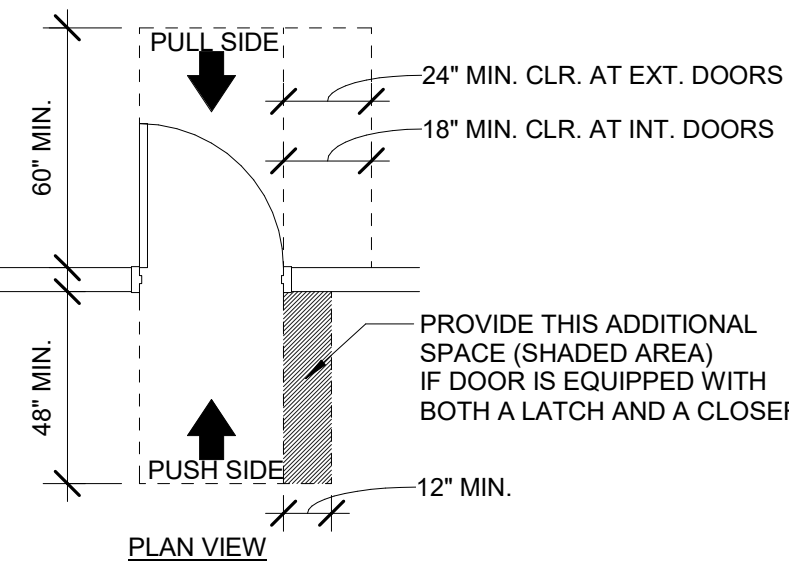
D RR. GEOMETRIC DOOR SYMBOL
SCALE: 1 1/2" = 1'-0"



E KNEE AND TOE CLEARANCE @ LAV.
SCALE: 1/2" = 1'-0"



F BABY CHANGING STATION SIGN
SCALE: 3" = 1'-0"



B TYP. TACTILE SIGN LOCATION AT DOOR
SCALE: 1/4" = 1'-0"



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5757 Pacific Avenue
Suite 226
Stockton, CA 95207

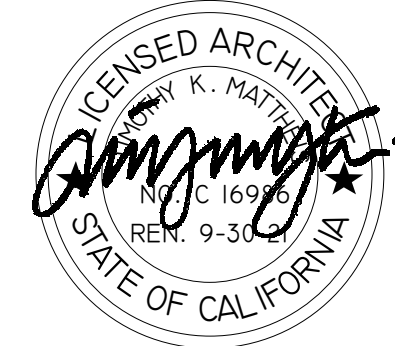
2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747
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Standard Comfort
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WMB Project No. 20-086



PUBLISH HISTORY:

DATE	PURPOSE
05.13.21	100% CDs
08.11.21	PLAN REVIEW
08.11.21	COORDINATION



ACCESSIBILITY, SIGNAGE +
PROJECT DATA

CALGREEN 2019 COMPLIANCE SCHEDULE MANDATORY MEASURES

	SECTION	REQUIREMENT	PROJECT-SPECIFIC INFORMATION	VERIFICATION	
				RESPONSIBILITY	DOCUMENTATION
✓	5.106.1	Stormwater pollution prevention – For project sites disturbing less than one acre of land, comply with local ordinances for stormwater management and/or erosion control; and/or implement BMPs for erosion/sediment control.	[add reference to local ordinance; or add reference to spec section of BMPs] N/A - Project does not disturb land.	Jurisdiction	BMP
✓	5.106.4.1.1	Short-term bicycle parking – For projects adding ten or more visitor vehicle parking spaces, provide permanently-anchored, readily-visible bicycle racks within 200' of visitors' entrance, equal to 5% of new visitor vehicle capacity (min 2).	Refer to park plans for bicycle rack location and parking calcs.	Jurisdiction	No additional documentation required
	5.106.4.1.2	Long-term bicycle parking – For projects adding vehicular parking for 10 or more tenant-occupants, provide secure bicycle parking equal to 5% of the tenant-occupant vehicular parking spaces (min. one bicycle parking facility).	N/A - Project adds no tenant-occupant parking spaces.		
✓	5.106.5.2	Designated parking for clean air vehicles – In projects adding 10 or more vehicular parking spaces, provide designated parking for any combination of low-emitting, fuel-efficient and carpool/vanpool vehicles per Table 5.106.5.2	Refer to park plans for parking calcs.	Jurisdiction	No additional documentation required
✓	5.106.5.3	Designated parking for charging of electrical vehicles – At projects containing ten or more vehicle parking spaces, install raceways for future electric vehicle supply equipment – quantity per Table 5.106.5.3.3.	Refer to park plans for parking calcs.	Jurisdiction	No additional documentation required
✓	5.106.8	Light pollution reduction – Design and install outdoor lighting systems to comply with the following: - Min. requirements for Lighting Zones 0-4 per CEC - Backlight ratings per IES TM-15-11 - Uplight and Glare ratings per CEC - Allowable BUG (backlight, uplight, glare) ratings per Table 5.106.8 OR comply with local ordinance, whichever is more stringent.	Refer to outdoor illumination information on electrical site plan and/or photometric plan.	Jurisdiction	Product data for installed light fixtures demonstrating compliance with listed standards and design specifications
✓	5.106.10	Grading and paving – Indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings.	Refer to park plans.	Jurisdiction / Civil Engineer	No additional documentation required

5.3 WATER EFFICIENCY + CONSERVATION

	5.303.1.1	Water meters – In new buildings or additions in excess of 50,000 s.f., provide separate water meters or submeters for: 1. Each individual tenant space projected to consume more than 100 gal/day 2. Where submeters for individuals tenants is not feasible, add submeters to the following systems: a. Makeup water for cooling towers (where flow through > 500 gpm) b. Makeup water for evaporative coolers (where flow through > 6 gpm) c. Steam and hot-water boilers (where energy input > 500,000 Btu/h)	N/A - Building is smaller than 50,000 s.f.		
	5.303.1.2	Water meters – Provide a separate submeter or metering device for any tenant within a new building or addition that is projected to consume more than 1,000 gal/day	N/A - Building contains no tenant spaces.		
✓	5.303.3.1	Water closet effective flush volume shall not exceed 1.28 gallons per flush.	Refer to plumbing plans.	Contractor / Installer	No additional documentation required
	5.303.3.2	Urinal flush volume shall not exceed: - 0.125 gal/flush at wall-mounted urinals - 0.5 gal/flush at floor-mounted or other urinals	N/A - Project contains no urinals.		
	5.303.3.3.1	Showerheads shall have a maximum flow rate of 1.8 gal/min at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA Watersense Specification for Showerheads.	N/A - Project contains no showers.		
	5.303.3.3.2	Multiple showerheads serving one shower shall have a combined maximum flow rate of 1.8 gal/min at 80 psi. Or, the shower shall be designed to allow only one showerhead to be in operation at a time.	N/A - Project contains no showers.		
✓	5.303.5	Areas of addition or alteration – For occupancies within the authority of the California Building Standards Commission per Section 103, the provisions of Sections 5.303.3 shall apply to new fixtures in additions or areas of alteration to the building.	Refer to plumbing plans.	Contractor / Installer	
✓	5.303.6	Standards – Plumbing fixtures and fittings shall be installed in accordance with the CPC, and shall meet applicable standards in Table 1701.1 of the CPC and in Ch. 6 of CGBC.	Refer to plumbing plans.	Contractor / Installer	
✓	5.304.1	Outdoor potable water use in landscape areas shall comply with either a local water efficient landscape ordinance, or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent	Refer to park plans.	Jurisdiction	No additional documentation required

5.4 MATERIAL CONSERVATION + RESOURCE EFFICIENCY

✓	5.407.1	Weather protection – Provide a weather-resistant exterior wall and foundation envelope as required by California Building Code Section 1402.2, manufacturer's installation instructions, or local ordinances whichever is more stringent.	Refer to Exterior Wall Schedule on the Notation Floor Plan.	Jurisdiction	No additional documentation required
✓	5.407.2.1	Moisture control, sprinklers – Design and maintain landscape irrigation systems to prevent spray on structures.	Refer to park plans.	Jurisdiction	No additional documentation required
✓	5.407.2.2.1	Moisture control, entries and openings – At exterior entries and/or openings which are subject to foot traffic or wind-driven rain, prevent water intrusion by: • using nonabsorbent floor and wall finishes within at least 2 feet around and perpendicular to the opening • providing 4 feet of shelter, through either an awning, an overhang, or a recess	Refer to architectural plans.	Jurisdiction	No additional documentation required
✓	5.407.2.2.2	Install flashings integrated with a drainage plane.	Refer to architectural details.	Jurisdiction	No additional documentation required
✓	5.408.1	Construction waste management – Recycle and/or reuse 65% min of nonhazardous construction/demolition waste (per Section 5.408.1.1, 5.408.1.2 or 5.408.1.3); or comply with local construction/demolition waste management ordinance, whichever is more stringent.	Specification Section 017419	Contractor	Construction Waste Management Plan + waste/recycling weight tickets and receipts
✓	5.408.1.1	Construction waste management plan – Where the local jurisdiction does not have a construction and demolition waste management ordinance that is more stringent, submit a construction waste management plan that complies with Section 5.408.1.1	Specification Section 017419	Contractor	
✓	5.408.3	Excavated soil and land clearing debris (trees, stumps, rocks and vegetation) shall be 100% reused or recycled	Specification Section 017419	Contractor	
✓	5.410.1	Recycling by occupants – Provide an area identified and used for depositing, storage and collection of non-hazardous recyclable materials.	Refer to Notation Floor Plan.	Jurisdiction	No additional documentation required
	5.410.2	Commissioning for new buildings 10,000 s.f. and greater: 1. Owner's Project Requirements (OPR) 2. Basis of Design (BOD) 3. Commissioning Plan 4. Functional Performance Testing 5. Documentation and training 6. Commissioning Report	N/A - Building is smaller than 10,000 s.f.		

	SECTION	REQUIREMENT	PROJECT-SPECIFIC INFORMATION	VERIFICATION	
				RESPONSIBILITY	DOCUMENTATION
✓	5.410.4	Testing and adjusting of systems for buildings less than 10,000 s.f.: 1. Develop a written plan of procedures for testing and adjusting HVAC systems and controls, indoor and outdoor lighting and controls, water heating systems, renewable energy systems, landscape irrigation systems, and water reuse systems, if any. 2. Perform testing, adjusting and balancing procedures in accordance with project specifications 3. Provide final report of testing signed by the individual responsible for performing the tests 4. Provide building owner with operation and maintenance manual.	Refer to applicable specifications and notes on mechanical plans.	Contractor / Installer	Final Testing Report

5.5 ENVIRONMENTAL QUALITY

	5.503.1	Fireplaces – Install only direct-vent sealed-combustion gas or sealed wood-burning fireplaces, or a sealed wood stove or pellet stove. Wood stoves and pellet stoves shall comply with U.S. EPA NSPS emission limits.	N/A - Project contains no fireplaces.		
	5.504.1	Limit use of permanent HVAC system during construction to condition the building within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a Minimum Efficiency Reporting Value (MERV) of 8, or an average efficiency of 30%; and replace all filters prior to occupancy.	N/A - Building contains no mechanical ventilation systems.		
	5.504.3	Covering of duct openings and protection of mechanical equipment during construction – All duct and air distribution component openings shall be covered with tape, plastic, and/or sheet metal during storage and rough installation until final startup in order to reduce the amount of dust and debris which may collect in the system.	N/A - Building contains no mechanical ventilation systems.		
✓	5.504.4.1	Adhesives, sealants and caulks shall comply with V.O.C. limits listed in Tables 5.504.4.1 + 5.504.2	Refer to Interior Finish Schedule and Specification Section 079200	Contractor / Installer	Product data for installed materials
✓	5.504.4.3	Paints and coatings shall comply with V.O.C. limits listed in Table 5.504.4.3	Refer to Interior Finish Schedule and Specification Section 099100	Contractor / Installer	Product data for installed materials
	5.504.4.4	Carpet systems (including carpet cushion) shall meet the testing and product requirements of Carpet and Rug Institute's Green Label Plus Program.	N/A - Project contains no carpet.	Contractor / Installer	Product data for installed materials
✓	5.504.4.5	Composite wood products – Hardwood plywood, particleboard, and medium density fiberboard shall comply with formaldehyde emission limits specified in Table 5.504.4.5.	Refer to Interior Finish Schedule and Specification Sections 062000 + 064100	Contractor / Installer	Product data and/or certifications; chain of custody certifications
	5.504.4.6	Resilient flooring – For 80% of the floor area receiving resilient flooring, install products complying with the 2014 CA-CHPS criteria and listed in the CHPS High Performance Product Database or certified under the Resilient Floor Covering Institute's FloorScore program. Provide verification of compliance documentation.	N/A - Project contains no resilient flooring.		
	5.504.5.3	Air filters – Install air filtration media with a minimum MERV rating of 13 for outside and return air.	N/A - Building contains no mechanical ventilation systems.		
	5.504.7	Environmental Tobacco Smoke control – At designated outdoor smoking areas, post signage prohibiting smoking within 25' of building entries, outdoor air intakes, and operable windows; or comply with local or applicable ordinance.	N/A - No designated outdoor smoking area provided.		
✓	5.505.1	Indoor moisture control – Buildings shall meet or exceed provisions of California Building Code, CCR, Title 24, Part 2, Section 1202, and Chapter 14.	Refer to notes on mechanical plans.	Jurisdiction	No additional documentation required
✓	5.506.1	Outside air delivery for mechanically or naturally ventilated spaces in buildings – Meet the minimum requirements of Section 120.1 (Requirements For Ventilation) of the California Energy Code, or applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8.	Refer to notes on mechanical plans.	Jurisdiction	No additional documentation required
	5.506.2	CO₂ monitoring – For buildings or additions equipped with demand control ventilation, CO ₂ sensors and ventilation controls shall be specified and installed per California Energy Code, Section 120.1(c)(4).	N/A - Building contains no mechanical ventilation systems.		
	5.507.4	Acoustical control – Employ building assemblies and components with Sound Transmission Class (STC) values determined in accordance with ASTM E90 and ASTM E413 or Outdoor-Indoor Sound Transmission Class (OITC) determined in accordance with ASTM E 1332.	N/A - Building occupants not likely to be affected by exterior noise.		
prescriptive method	5.507.4.1	Prescriptive method – At the locations listed below, building envelope wall and roof-ceiling assemblies shall have a minimum composite STC rating of 50, and exterior windows shall have a minimum STC rating of 40: • Within the 65 CNEL noise contour of an airport • Within the 65 CNEL or L _{dn} noise contour of a freeway or expressway, railroad, industrial source, or fixed-guideway source			
	5.507.4.1.1	Noise exposure where noise contours not readily available – Buildings exposed to a noise level of 65 dB Leq-1-hr during any hour of operation shall have exterior wall and roof-ceiling assemblies exposed to the noise source meeting a minimum composite STC rating of 45, with exterior windows of a minimum STC of 40.			
	5.507.4.2	Performance method – For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level of 50dBA in occupied areas during any hour of operation.			
performance method	5.507.4.2.1	Site features – Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound migration to the interior.			
	5.507.4.2.2	Documentation of compliance – An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer or record.			
	5.507.4.3	Interior sound transmission – Wall and floor-ceiling assemblies separating tenant spaces from other tenant spaces or public spaces shall have an STC of at least 40.	N/A - Building contains no tenant spaces.		
	5.508.1	Ozone depletion and greenhouse gas reductions – Installations of HVAC, refrigeration, and fire suppression shall not contain CFCs or Halons.	N/A - Building contains no HVAC, refrigeration, or fire suppression.		
	5.508.2	Supermarket refrigerant leak reduction – New commercial refrigeration systems shall comply with the provisions of this section when installed in retail food stores that both: • have 8,000 s.f. or more of conditioned area • utilize either refrigerated display cases, walk-in coolers, or walk-in freezers connected to remote compressor units or condensing units	N/A - Project contains no commercial refrigerated display cases, walk-in coolers, or walk-in freezers		



WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK

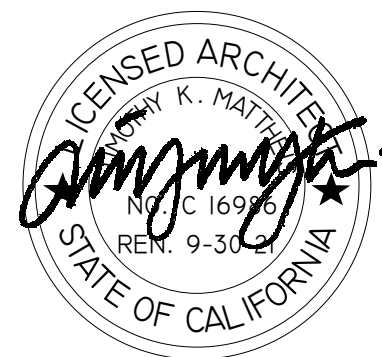
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

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Standard Comfort
Station #2

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WMB Project No. 20-086



PUBLISH HISTORY:

DATE	PURPOSE
05.13.21	100% CDs
1 08.11.21	PLAN REVIEW
2 08.11.21	COORDINATION



REVIEWED FOR CODE COMPLIANCE
BUILDING DIVISION
CONSTRUCTION DOCUMENTS
MUST BE ON JOB SITE
PK
09/08/2021 13:26:20
BD21-3952

CALGREEN CODE
COMPLIANCE

T3



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5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

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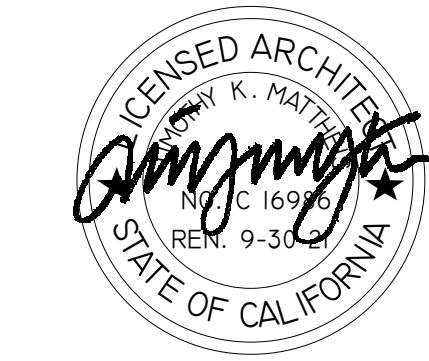
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SPECIFICATIONS

A0.1

010000 – GENERAL REQUIREMENTS

- SUMMARY:** This Section describes general requirements that pertain to each Section of these Specifications.
- COORDINATION OF DOCUMENTS**
 - Documents affecting all Work in this contract and each Section of these Specifications include, but are not limited to, Sections in Division One of these Specifications, the General Conditions of the Contract, and the Supplementary Conditions. These documents must be read with the other Contract Documents and Sections of this Specification as a whole to complete the intent of the contract.
 - Sections in Division One of these Specifications contain obligations for Work of remaining Sections and must be read with all Sections to identify all the requirements of each Section.
 - The layout of materials, equipment and systems is generally diagrammatic, unless specific dimensions are indicated. Some work may be shown offset for clarity. The actual location of all materials and systems above and below the ceiling, including but not limited to, piping, ductwork, fixtures, equipment, supports, conduit, suspension wires, ceiling grids and panels, etc., shall be carefully planned and coordinated by the General Contractor prior to installation of any work. The General Contractor shall be responsible for coordinating the architectural, structural, plumbing, mechanical, electrical, and/or other elements of the work.
- RELATED WORK BETWEEN SECTIONS:** This Contract may require several trades to complete the finished intent of the Work. Coordinate the various trades and pertinent sections of these Specifications with the Drawings to ensure proper and timely completion of the Work.
- QUALITY ASSURANCE**
 - For all Sections of Work in these Specifications and for all tasks and obligations of the Contract, provide skilled work persons thoroughly trained and experienced in the types of construction methods and techniques in each trade required to complete the Work, and who shall be present at all times during the progress of the Work of each trade.
 - No exception will be made to Contractor nor acceptance given to unacceptable work caused by lack of skill, inappropriate methods, or lack of due care in craftsmanship. The level of performance shall, at a minimum, meet or exceed the level of performance set by a regionally or nationally recognized association that produces, publishes, and enforces industry standards for that trade or craft, unless a higher level of performance is specified herein. All such unacceptable work shall be replaced by the Contractor in a good craftsman-like manner at no additional expense to the Owner.
- CODES AND STANDARDS**
 - All Work of this contract shall conform to the latest edition of all pertinent codes and regulations governing the completion of the Work.
 - Trade association publications and industry standards as published by recognized bodies within each trade shall be references for conducting Work and in inspection of the quality of Work in each Section of these Specifications.
- CUTTING AND PATCHING**
 - Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.
 - Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 - Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.
- SURFACE CONDITIONS**
 - Prior to commencement of Work in any trade, carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where subsequent Work may properly commence.
 - Verify the Work to be performed may be installed in strict accordance with all pertinent codes and regulations, the original design, addendum and change orders, approved shop drawings and manufacturers' literature.
- DISCREPANCIES:** In the event of discrepancies in any area of Work, immediately notify the Architect. Do not proceed with installation until all such discrepancies have been fully resolved.
- SITE DUST CONTROL:** Use all means necessary to prevent spread of dust during performance of the Work. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public and concurrent performance of other Work on the site.
- FIELD CONDITION VERIFICATION:** The Contractor shall field verify existing field conditions and accept them as conditions of this scope of work.
- SEPARATE CONTRACTORS:** If any part of this Contractor's work depends upon the work of a separate Contractor, this Contractor shall inspect such other work and promptly report in writing to the Architect any defects in such other work that render it unsuitable to receive the work of this Contractor. Failure of this Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work, except as to defects which may develop in other Contractor's work after execution of this Contractor's work.
- CONSTRUCTION LIMITS**
 - Contractor and Subcontractor work shall be confined within the areas designated as Construction Limits. The Construction Limits shall be set by the Owner's Representative and it shall be the responsibility of the General Contractor and Subcontractors to verify and follow these limits.
 - The Contractor shall meet with the Owner and the Architect prior to the beginning of the work to establish storage areas for materials and equipment, and access routes for delivery and removal of materials, supplies, equipment, etc. that are required for this work.
- COMPLETENESS OF WORK:** It is the intent of the contract documents that the Contractor shall turn over to the Owner a complete project. Any work not specifically called for or specified but required to comply with the intent of quality and completeness, shall be performed as part of the contract.
- ENCLOSING OF WORK**
 - Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections, tests, and approvals.
 - Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the Owner.
 - After the work has been completely inspected, tested, and approved, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner.

013323 – SUBMITTAL PROCEDURES

- SUMMARY:** Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SHOP DRAWINGS**
 - Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
 - Submit Shop Drawings in the form of pdf electronic files of each sheet.
 - Review comments of the Owner's Representative will be shown on marked up electronic pdf file. The Contractor may make and distribute such copies required for his purposes.
- PRODUCT DATA**
 - Provide pdf electronic files of required product data submittals. Review comments of the Owner's Representative will be on an attached sheet to the submittal data and returned by electronic pdf file.
 - Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- HAZARDOUS MATERIALS SAFETY DATA SHEETS**
 - Provide pdf electronic copies of required hazardous materials safety data sheets for each specific material and type.
 - Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- SAMPLES**
 - Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
 - Submit Samples in the quantity which is required to be returned to the Contractor, plus three (3) which will be retained by the Owner's Representative.
 - By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Owner's Representative.
- MOCK-UPS:** Provide mock-ups of material applications and fabrications as identified in various sections of this specification. Mock-up shall be provided in the actual material and finish designated for the application. Make modifications and adjustments as required by the Owner's Representative.
- COLORS AND PATTERNS:** Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Owner's Representative for selection.
- IDENTIFICATION OF SUBMITTALS**
 - Submittals shall be consecutively numbered within each specification section (i.e., 022000, 022001, 022002,.....)
 - When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number. On resubmittals, cite the original submittal number for reference.

- Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- The first page of each copy of the submittal must be stamped and signed by the General Contractor. Submittals and shop drawings will not be accepted if they do not have contractor's stamp.
- On the first page of the transmittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- GROUPING OF SUBMITTALS** Make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
- Partial submittals may be rejected as not complying with the provisions of the Contract. The Contractor may be held liable for delays so occasioned.

10. REQUIRED SUBMITTALS

Spec Section		Product Data	Shop Drawings	Samples	Hazardous Materials Safety Sheet	Other
033000	Cast-in-Place Concrete	X				mix designs
042223	Concrete Unit Masonry	X		X		
055000	Metal Fabrications	X	X			
061000	Rough Carpentry	X		rough sawn decking		
061800	Glu-Laminated Construction	X	X			
072100	Thermal Insulation	X				
074113	Preformed Metal Roofing	X	X	X		
076200	Sheet Metal Flashings and Trim	X	X			
079200	Joint Sealants	X				
081113	Hollow Metal Doors and Frames	X	X			
083313	Overhead Coiling Doors	X	X	X		
086200	Unit Skylights	X	X			
087100	Door Hardware	X	hardware schedule			
099100	Painting Kelly Moore	X		brushouts		
101400	Signage	X	X	X		
102800	Toilet Accessories	X				
220000	Plumbing					
260000	Electrical	X	X			
311000	Site Clearing					
312200	Excavating, Filling, Compacting and Grading	X				
312333	Trenching, Backfilling and Compacting	X				
321313	Concrete Paving	X				mix designs

055000 – METAL FABRICATIONS

- SUMMARY:** Provide and install all miscellaneous iron and steel items not specifically described in other sections of these specifications but required for a complete and operable facility as shown on the Drawings and specified herein.
- GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS:** Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.
- QUALITY ASSURANCE:** Use only certified welders and the shielded arc process for all welding performed in connection with the work of this Section.
- STEEL TUBING:** All steel tubing shall be new, free from rust, and conforming with the requirements of ASTM A-500-B.
- STEEL PLATE:** All steel plate shall be new, free from rust, and conforming with the requirements of ASTM A-36.
- BOLT AND NUTS:** All bolts and nuts shall be new, free from rust, and conforming with the requirements of A-307.
- UNISTRUT METAL FRAMING:** 1-5/8" P1000 Unistrut metal framing system, or other sizes as specifically detailed on the Drawings, with associated fittings, nuts, clips, rods, etc. as required for detailed application. Permagreen finish to accept paint.
- EXPANDED METAL:** Expanded metal shall be carbon steel bond shearing 3/4" diamond pattern, 10 gauge, # 9 flattened, by McNichols Company or equal.
- BOLLARD:** 4.5" dia x 36" high 11 gauge steel bollard with 1/4" x 8"x8" steel base plate; finish safety yellow with black cap. U-Line # H2118F 800-295-5510.
- PRIMER PAINT:** All primer paint shall be compatible with the finish coats specified in Section 099100 of these Specifications except that, where no finish coats are required, all primer paint shall be "Tnemec 99R", a primer meeting the requirements of Federal Specification TT-P-615(d), type I, or an equal approved in advance by the Owner's Representative.
- OTHER MATERIALS:** All other materials, not specifically described but required for a complete and proper installation of miscellaneous metal, shall be new, free from rust, best quality of their respective kinds, and subject to the approval of the Owner's Representative.
- SURFACE CONDITIONS:** Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items. Verify that miscellaneous metal may be fabricated and installed in strict accordance with the original design and the approved Shop Drawings.
- FABRICATION**
 - Fabricate all miscellaneous metal in strict accordance with the approved Shop Drawings and the referenced standards.
 - Insofar as possible, shop prefabricate all items complete and ready for installation.
 - Welding**
 - Unless otherwise indicated on the Drawings, weld all shop connections.
 - Make all joints and intersections of metal tight fitting and securely fastened.
 - Make all work square, plumb, straight and true.
 - All welds to be ground smooth.
 - Reference AWS D1.1 for types of materials being welded.
 - Holes: Drill or punch all holes required for all the attachment of work of other trades for bolted connections. Burned holes are not acceptable.
 - Workmanship
 - Form exposed work true to line and level with accurate angles and surfaces and straight, sharp edges.
 - Expose exposed edges to a radius of approximately 1/32 inch, unless indicated otherwise.
 - Form bent metal corners to the smallest radius possible without causing grain separation or otherwise impairing the work.
 - Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces. Welds to be imperceptible in finished work.
 - Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible.
 - Assemblies
 - Use materials of sizes and thickness indicated or required to produce strength and durability in finished product for use intended.
 - Work to dimensions indicated.
 - Fit and shop assemble in largest practical sections for delivery to site.
 - Cut, reinforce, drill and tap miscellaneous metal work as required to receive finished hardware and similar items.
 - Exposed mechanical fasteners: When application will not permit concealed fasteners, locate exposed fasteners in unobtrusive manner, consistent with design of component, except where specifically noted otherwise. Use Phillips flat-head countersunk screws or bolts for exposed fasteners.
 - Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
 - Fabricate joints exposed to the weather to be weather tight and provide weep holes as required.
 - Continuously seal joined members by continuous welds.

15. SHOP PAINTING

a. Preparation

- Thoroughly clean all metal as described in Section 09 91 00 of these Specifications
- Provide all required protection for metal to be encased in concrete to prevent accumulation of deleterious foreign material.

- Shop prime all steel except:
 - Steel to be encased in concrete or masonry.
 - Surfaces to be welded.

16. ERECTION

- Erect and install all miscellaneous metal in strict accordance with the Drawings, the approved Shop Drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200.
- After the erection and installation are complete, touch-up all shop priming coats damaged during transportation and erection, using the priming paint specified for shop priming.

072100 – THERMAL INSULATION

- SUMMARY:** Provide and install building insulation as shown on the Drawings and specified herein including but not necessarily limited to rigid insulation over wood roof decking.
- GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS:** Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.
- CODES AND STANDARDS:** All building insulation materials shall conform to the certified requirements and shall be installed to meet flame and smoke spread density requirements of State of California Title 24.
- BUILDING INSULATION**
 - All glass fiber building insulation except as noted herein shall be the product of Owens/Corning Fiberglas, CertainTeed or an equal approved in advance by the Owner's Representative. All glass fiber batts shall be formaldehyde-free type insulation.
 - Sloped Roof: At all roofs where noted on the Drawings, furnish and install 1 1/2" thick FORMULAR THERMAPINK 25 extruded polystyrene rigid foam insulation complying with ASTM C578 having a thermal resistance "R" value of 5.0 per inch; Flame Spread – 10; Smoke developed- 45-175 per test complying with ASTM E84
- OTHER MATERIALS:** All other materials such as fasteners and retainers, not specifically described but required for a complete and proper installation of building insulation, shall be as recommended by the manufacturer, selected by the Contractor subject to the approval of the Owner's Representative.
- INSTALLATION**
 - Except as otherwise specifically directed by the Owner's Representative, install building insulation in accordance with the current edition of the Owens/Corning Fiberglas publication FOAMULAR & FOAMULAR NGX XPS INSULATION Commercial Roof Installation Instructions.
 - Install insulation in areas and in thicknesses indicated or required to produce R-values indicated. Cut and fit tightly around obstructions and fill voids with insulation.
- INSPECTION**
 - Upon completion of the installation, visually inspect each insulated area and verify that all insulation is complete and properly installed.

074113 – PREFORMED METAL ROOFING

- SUMMARY:** Provide and install preformed metal roofing system for pitched roofs and fascia panels as shown on the Drawings and specified herein complete with anchorages, related flashings and accessory components. Provide and install building felt underlayment over wood sheathed decks.
- GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS**
 - Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.
 - Shop Drawings: Clearly indicate dimensioning, panel layout, general construction details, anchorages, and method of anchorage, method of installation.
- DESIGN CRITERIA**
 - Design system to provide movement of components without causing buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to seasonal temperature ranges.
 - Design system to accommodate tolerances of structure, provided irregularities do not exceed them and clearances are maintained.
 - Provide for positive drainage to exterior, any water entering or condensation occurring within preformed metal panel system.
- REFERENCE STANDARDS**
 - ASTM D6751- 30# Reinforced Asphalt-Saturated Roofing Felts.
 - ASTM A653 - Steel Sheet, Zinc Coated (Galvanized) by the Hot-dip Process, Physical (Structural) Quality.
 - ASTM A924 - Steel Sheet, Zinc Coated (Galvanized) by the Hot-dip Process, General Requirements.
- ACCEPTABLE MANUFACTURERS:** Substitutions: Items of same function and performances are acceptable in conformance with Section 01 33 23.
- PREFORMED PANEL ROOFING**
 - Roof System
 - Design Span *hp* System by AEP Span a Blue Scope Steel Company.
 - 24 Ga 12" wide panels with vented ridge cap
 - Provide all flashings, hold-down clips, anchorages, battens and accessory components to match panel finish and to provide complete installation.
 - Surface Finish: Baked enamel finish color Kynar 500 as selected by Owner's Representative.
- ACCESSORY MATERIALS**
 - Sealants and Gaskets: Manufacturer's standard type suitable for use in conjunction with installation of panel roofing; non-elaining; non-corrosive; non-shrinking and non-sagging; ultra-violet and ozone resistant for exterior applications.
 - Fasteners: Manufacturer's standard type, galvanized to ASTM A-525 2.15 oz/sf ft (380 g/sq meter), to suit application as recommended by the manufacturer, finish to match panel roofing when exposed.
 - Roofing Underlayment, building paper: Laid dry 30-pound ASTM D6757, Type II, reinforced, unperforated asphalt saturated felts.
- COMPONENT FABRICATION**
 - Internal and External Corner: Same materials, material thickness and finish as roof, of profile as detailed. Exposed fasteners are to have same finish as siding.
 - Flashings, Vented Ridge, Closure Pieces, Fascia, Infills, Caps: Same material, and where exposed of same sheet stock, brake formed to required profiles.
 - Anchorages Members: Minimum 22-gauge thick galvanized steel.
- INSTALLATION**
 - Install one (1) layer underlayment horizontally on surfaces to receive preformed metal panels. Weather lap edges minimum six (6) inches (152 mm). Lap ends minimum 12 inches. Stagger vertical joints of each layer and joints of one layer to next. Securely staple building paper in place.
 - Install preformed metal panels on roofs in accordance with manufacturer's recommendations.
 - Fabrication of exposed components on site is not permitted.
 - Exercise care when cutting panels on site, to ensure cuttings do not remain on finish surfaces.
 - Protect surfaces in contact with cementitious materials and other dissimilar metals with bituminous paint. Allow protective coating to dry prior to installation.
 - Permanently fasten roofing system to structural supports, properly aligned, leveled and plumb. Maximum offset from true alignment between adjacent members butting or in line to be 1/16 inch (1.6 mm). Maximum variation from plane or location indicated on drawings to be 1/8 inch (3.2 mm).
 - Locate end laps over supports. End lap panels minimum 2 inches (51 mm). Ensure sidelaps are over firm bearings.
 - Use concealed fasteners in all locations except where approved by the Owner's Representative.
 - Install sealant and gaskets where required to arrest direct weather penetration.
 - Completed installation is to be free of rattles and noise due to thermal movement and wind whistling.

076200 – SHEET METAL FLASHINGS AND TRIM

- SUMMARY:** Provide and install all flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through exterior shell of the buildings and all sheet metal flashing and caps as shown on the Drawings and specified herein.
- GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS:** Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.

- QUALITY ASSURANCE:** All sheet metal work shall be fabricated and installed per the standard details and specifications as illustrated in Sheet Metal Manual by Sheet Metal and Air Conditioning National Association, Inc. (SMACNA).
- MATERIALS AND GAUGES:** Where sheet metal is required and no material or gauge is indicated on the Drawings, furnish and install the highest quality and gauge commensurate with the referenced standards. All miscellaneous sheet metal shall be galvanized.
- GALVANIZED IRON:** Sheet metal or iron shall be standard brand of open-hearth copper-bearing steel, copper-molybdenum iron, or pure iron sheets. All galvanized sheets shall have a zinc coating applied by hot-dip process to all surfaces. Zinc coating shall weigh not less than 1-1/4 ounces per square foot nor more than 1-1/2 ounces per square foot of surfaces covered and shall conform with ASTM A-43.
- NAILS, RIVETS, AND FASTENERS:** Use only soft iron rivets having rust-resistive coating, galvanized hot-dipped nails, and cadmium plated screws and washers in connection with galvanized iron and steel.
- FLUX:** All flux used for galvanized iron or steel shall be raw muriatic acid.
- SOLDER:** All solder used on galvanized sheet steel shall conform with the current ASTM B-32.
- OTHER MATERIALS:** All other materials, not specifically described but required for a complete and proper installation of flashing and sheet metal, shall be new, first quality of their respective kinds and subject to the approval of the Owner's Representative.
- WORKMANSHIP:**
 - Form all sheet metal accurately to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
 - Unless otherwise specifically permitted by the Owner's Representative, turn all exposed edges back 1/2 inch.
 - Expansion: Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished Work per SMACNA standards.
 - Weatherproofing: Finish watertight and weather tight where so required. Make all lock seam work flat and true to line and sweated full of solder. Make all lock seams and lap seams, when soldered, at least 1/2 inch wide. Where lap seams are not soldered, lap according to pitch but in no case less than three inches. Make all flat and lap seams in direction of flow.
 - Joints: Join parts with rivets or sheet metal screws where necessary for strength or stiffness. Provide suitable watertight expansion joints for all runs of more than 40 feet except where closer spacing is indicated on the Drawings or required for proper installation.
 - Nailing: Whenever possible, secure metal by means of clips or cleats without nailing through the metal. In general, space all nails, rivets, and screws not more than eight inches apart, and, where exposed to the weather, use lead washers. For nailing into wood, use barbed roofing nails 1-1/4 inches long by eleven gauge. For nailing into concrete, use drilled plugholes and plugs.
- EMBEDMENT:** Embed all metal in connection with roofs in a solid bed of caulking, using materials and methods described in Section 07 92 00 of these Specifications.
- SOLDERING:** Thoroughly clean and tin all joint materials prior to soldering. Perform all soldering slowly with a well heated copper in order to heat the seams thoroughly and to completely fill them with solder. Perform all soldering with a heavy soldering copper of blunt design, properly tinned for use. Make all exposed soldering on finished surfaces neat, full, flowing, and smooth. After soldering, thoroughly wash acid flux with a soda solution.
- TESTS:** At the completion of the job, demonstrate to the Owner's Representative by hose or standing water that all flashing and sheet metal is completely watertight.

079200 – JOINT SEALANTS

- SUMMARY:** Provide a positive barrier against penetration of air and moisture at joints between items where sealing is essential to continued integrity of the barrier. Such sealing will normally be performed under the work of various Sections of these Specifications but shall be performed in strict accordance with the provisions of this Section. Install as shown on the Drawings and specified herein.
- GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS**
 - Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.
 - Samples: Submit three 12" long samples of each color required (except black) for each type of sealant exposed to view.
- AIR POLLUTANT CONTROL REQUIREMENTS**
 - Per Section 5.504.4.1 of the 2013 California Green Building Standards Code, sealants and caulks used on the project shall meet the requirements of the following standards:
 - Sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown by Table 5.504.4.2 of the 2013 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene).
- SEALANT MATERIALS**
 - Vertical Surfaces, Hybrid Sealant: MasterSeal NP 150 low-modulus, non-sag premium-grade elastomeric hybrid sealant by Master Builders Solutions (BASF Corporation), or equal. Color selected by Owner's Representative.
 - Horizontal Concrete Joints: MasterSeal SL2 two-component polyurethane sealant by Master Builders Solutions (BASF Corporation), or equal. Color selected by Owner's Representative.
 - Backing Material
 - Cylindrical sealant backings: ASTM C1330, type as recommended in writing by sealant manufacturer for joint application indicated and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - Bond breaker tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.
- SEALANT EQUIPMENT:** All equipment shall be only such equipment as is specifically recommended by the manufacturer of the sealant material being installed.
- CHOICE OF SEALANT MATERIAL:** Use only that sealant material which is best suited to the installation and is so recommended by the sealant material manufacturer.
- GENERAL EXECUTION:** Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- BACK-UP MATERIALS**
 - All joints over 3/8" wide shall have back-up filler. Verify the compatibility of filler material with sealant before installation. Use back-up filler about 1/3 to 1/2 wider than width of joint so sufficient pressure is exerted by filler to provide substantial resistance to displacement.
 - Acceptable materials: All filler materials shall be non-oily, non-staining back-up filler such as polyethylene foam rod, expanded polyurethane, neoprene, or other filler completely compatible with the sealant material.
- APPLICATION OF SEALANT**
 - General: Do not seal under weather conditions or sun conditions potentially harmful to the set and curing of the sealant material.
 - Preparation: Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture and other substances which could interfere with bond of sealant. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.
 - Priming: Prime joint surfaces where recommended by sealant manufacturer. Do not allow primer to spill or migrate onto adjoining surfaces.
 - Installation: Install sealant in strict accordance with the manufacturer's recommendations, taking care to produce beads of proper width and depth, tool as recommended by the manufacturer, and immediately remove all surplus sealant.
 - Where an irregular surface or sensitive joint border exists apply masking tape at edges of joint to insure neatness and protection. Remove masking tape prior to sealant setting.
 - Spillage: Do not allow sealants or primers to overflow or spill onto adjoining surfaces, or migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.
- SEALANT SCHEDULE:** Carefully study the Drawings and furnish and install the proper sealant at each point where called for on the Drawings plus at all other points where sealing is essential in maintaining the continued integrity of the water-tight barrier including but not limited to:
 - Exterior expansion and control joints.
 - Exterior sills, jambs and heads of window frames, door frames, louvers and similar openings, and where metal, wood or other materials abut or join masonry, concrete or other materials.
 - Exterior horizontal control and expansion joints in concrete slabs, masonry.
 - Interior expansion and control joints.
 - Interior horizontal control and expansion joints in concrete slabs.

081113 – HOLLOW METAL DOORS AND FRAMES

- SUMMARY: Provide and install hollow metal doors and frames as shown on the Drawings and specified herein.
- CODES AND REFERENCES: Comply with the version year adopted by the Authority Having Jurisdiction.
 - ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
 - ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
 - ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
 - ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
 - ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
 - ANSI/SDI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swing Door Assemblies.
 - ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
 - ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
 - ANSI/BHMA A156.15 - Hardware Preparation in Steel Doors and Frames.
 - ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS
 - Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
 - Shop Drawings: Include the following:
 - Elevations of each door design.
 - Details of doors, including vertical and horizontal edge details and metal thicknesses.
 - Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - Locations of reinforcement and preparations for hardware.
 - Details of anchorages, joints, field splices, and connections.
 - Details of accessories.
 - Details of conduit and preparations for power, signal, and control systems.
- QUALITY ASSURANCE
 - Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
 - Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- DELIVERY, STORAGE, AND HANDLING
 - Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
 - Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
 - Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.
- PROJECT CONDITIONS: Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.
- COORDINATION: Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- WARRANTY: Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period. Warranty shall include installation and finishing that may be required due to repair or replacement of defective doors.
- MANUFACTURERS
 - Manufacturers: Subject to compliance with requirements, provide products by one of the following: CECO Door Products; Curries Company or Security Metal Products.
- MATERIALS
 - Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
 - Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF190) metallic coating.
 - Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- STANDARD HOLLOW METAL DOORS
 - General: Provide 1-3/4-inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.
 - Exterior Doors: Face sheets fabricated of 16-gauge commercial quality hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
 - Basis of Design: Flush panel; CECO Legion Services Full Flush Door.
 - Core Construction: Manufacturer's standard polystyrene. Where indicated, provide doors fabricated as thermal-rated assemblies with a minimum R-value of 2.8 or better.
 - Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
 - Hinge Reinforcement: Minimum 7-gauge (3/16") plate 1-1/4" x 9" or minimum 14-gauge continuous channel with pierced holes, drilled and tapped.
 - Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- STANDARD HOLLOW METAL FRAMES
 - General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
 - Exterior Frames: Fabricated of 16 gauge hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.
 - Fabricate frames with mitered or coped corners.
 - Fabricate frames, with "closed and tight" miter seams continuously welded on face, finished smooth with no visible seam unless otherwise indicated.
 - Manufacturers Basis of Design: CECO Door Products S-Series.

Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates of minimum steel thickness set forth in ANSI/SDI A250-6 Table 1
- FRAME ANCHORS
 - Jamb Anchors - Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042-inch-thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 - Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.
 - Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.
- ACCESSORIES: Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.
- FABRICATION
 - Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
 - Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.
 - Hollow Metal Doors: Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.

d. Hollow Metal Frames

- Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
 - Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
 - Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
 - Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
 - Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 - Jamb Anchors: Provide number and spacing of anchors as follows:
 - Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - Two anchors per jamb up to 60 inches high.
 - Three anchors per jamb from 60 to 90 inches high.
 - Four anchors per jamb from 90 to 120 inches high.
 - Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
- e. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware".
- Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 - Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
 - Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
 - Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

17. STEEL FINISHES

- Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
- Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

18. EXAMINATION

- Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- Proceed with installation only after unsatisfactory conditions have been corrected.

19. PREPARATION

- Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filing, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness.
- Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames".
- Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

20. INSTALLATION

- General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
 - Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
 - Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
 - Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
 - Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim, as necessary. Standard Steel Doors:
 - Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.

21. ADJUSTMENT AND CLEANING

- Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- Remove grout and other bonding material from hollow metal work immediately after installation.
- Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

083313 – OVERHEAD COILING DOORS

- SUMMARY: Provide and install overhead coiling doors as shown on the Drawings and specified herein.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Owner's Representative in accordance with the provision of Section 013323 of these specifications.
- OVERHEAD COILING DOORS
 - Coiling Counter Door shall be Model 651, Stainless Steel, Face of Wall Mounted as manufactured by The Overhead Door Company, Sacramento CA, (800) 929-3667..
 - Furnished materials shall include all curtains, bottom bars, guides, brackets, hoods, and operating mechanisms.
 - All push up counter doors shall open and close with a maximum of 30# of effort utilizing finger lifts in the bottom bar.
 - The push up door shall be secured by means of a concealed sliding bolt deadlock in the bottom bar operated by a thumb turn.
 - Coiling Roll-up Door shall be Model 610, 20 Ga Galvanized Steel C-187 Slats, Face of Wall Mounted, manual push-up as manufactured by The Overhead Door Company, Sacramento CA, (800) 929-3667..
 - Furnished materials shall include all curtains, bottom bars with weather seal, three structural steel angle PowderGuard guides, brackets, hoods, and operating mechanisms.
 - Finish: PowderGuard Premium powder coat finish, color as selected by Owner's Representative from manufacturers approximately 200 standard powder coat colors.
- FABRICATION: Fabricate Coiling Overhead and Counter doors in strict accordance with the approved Shop Drawings.
- INSTALLATION: Install all doors in strict accordance with the original design, all pertinent codes and regulations, the approved Shop Drawings, and the manufacturer's recommendations anchoring all components firmly in place for long life under hard use.
- INSTRUCTIONS: Upon completion of the installation, and as a condition of its acceptance, instruct the Owner's maintenance and operation personnel with the operation and maintenance of the push up counter door.

086200 – UNIT SKYLIGHTS

- SUMMARY: Provide and install unit skylights as indicated on the Drawings and specified herein.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these specifications.
- FIRE-TEST-RESPONSE CHARACTERISTICS OF PLASTIC GLAZING
 - Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing indicated below:
 - Self-Ignition Temperature: 650 deg F (343 deg C) or greater when tested per ASTM D 1929.
 - Smoke-Developed Index or Smoke Density: 450 or less when tested per ASTM E 84 or 75 or less when tested per ASTM D 2843.
 - Relative-Burning Characteristics: Class CC2 when tested per ASTM D 635.
- SKYLIGHTS
 - Manufacturer: SUNOPTICS Skylights and Daylighting Systems (800)-289-4700
 - Product : Frame Model 800MD , 2040 Double Hip Fixed Skylight, mounted on site-built curb.
 - Aluminum: ASTM B 209 (ASTM B 209M) sheet; ASTM B 221 (ASTM B 221M) extrusions.
 - Acrylic Glazing: ASTM D 4802, thermoformable, monolithic sheet, category as standard with manufacturer, Type UVA (formulated with UV absorber), Finish 1 smooth
 - Double-Glazing Profile: Double Hip
 - Double-Glazing Color: Outer Glazing, Colorless; Inner Glazing White
 - Fabrication: Factory assemble unit with an extruded-aluminum glazing retainer, gasketing, self-contained flashing, and integral gutters with weeps for condensation control.
 - Thermal Break: Fabricate unit skylights with thermal barrier separating interior metal framing from materials exposed to outside temperature.
 - Aluminum Finish: Color anodic-Bronze, Architectural Class I: AA-M1C22A42/A44, complying with
- INSTALLATION
 - Comply with NRCA's "Roofing and Waterproofing Manual." Coordinate with installation of roof insulation, roofing, and flashing as required to ensure combined elements are waterproof and weathertight.
 - Isolate metal surfaces in contact with incompatible metal or corrosive substrates, including wood, with bituminous coating on concealed metal surfaces.

087100 – DOOR HARDWARE

- SUMMARY: This Section includes commercial door hardware for the following: Swinging doors.
 - "Hardware groups" have been assigned to the various doors required for this work. Provide and install all finish hardware described in the Hardware Schedule and all other finish hardware not described but required for a complete and operable facility.
 - Door hardware includes, but is not necessarily limited to, the following:
 - Mechanical door hardware.
 - Electromechanical door hardware, power supplies, back-ups and surge protection.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS
 - Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33 23 of these Specifications.
 - Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
 - Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - Shop Drawings: Details of electrified access control hardware indicating the following:
 - Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - Elevation diagram of each unique access-controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - Complete (risers, point-to-point) access control system block wiring diagrams.
 - Electrical Coordination: Coordinate with related Division 26 Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.
 - Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.
- QUALITY ASSURANCE
 - Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction
 - ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure difference.
 - ICC/IBC - International Building Code.
 - NFPA 70 - National Electrical Code.
 - NFPA 101 - Life Safety Code.
 - TAS-201-94 - Impact Test Procedures.
 - TAS-202-94 - Criteria for Testing Impact and Non-Impact Resistant Building Envelope Components using Uniform Static Air Pressure.
 - TAS-203-94 - Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
 - California Building Code.
 - Standards: All hardware specified herein shall comply with the following industry standards: ANSI/BHMA Certified Product Standards - A156 Series.
 - Keying Conference: Conduct conference to coordinate with Owner's Representative requirements. Furnish locks to be certified Security Grade 1 and include vandal resistant heavy gauge escutcheon or sectional type trim.
 - Function of building, purpose of each area and degree of security required.
 - Plans for existing and future key system expansion.
 - Requirements for key control storage and software.
 - Installation of permanent keys, cylinder cores and software.
 - Address and requirements for delivery of keys.
- COORDINATION
 - Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
 - Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware.
 - Door and Frame Preparation: Related Division 08 Sections (Hollow Metal Steel) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.
- WARRANTY
 - Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - Structural failures including excessive deflection, cracking, or breakage.
 - Faulty operation of the hardware.
 - Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - Electrical component defects and failures within the systems operation.

- Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
 - Special Warranty Periods
 - Ten years for mortise locks and latches.
 - Twenty-five years for manual surface door closers.
 - Two years for electromechanical door hardware.
 - MAINTENANCE SERVICE
 - Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
 - Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.
 - SCHEDULED DOOR HARDWARE
 - General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
 - Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets in paragraph 28 are identified by using door hardware designations, as follows:
 - Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
 - Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the Owner's Representative, owner, and their designated consultants.
 - HANGING DEVICES
 - Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
 - Quantity: Provide the following hinge quantity, unless otherwise indicated: Three Hinges: For doors with heights 61 to 90 inches.
 - Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required. Widths up to 30": 4-1/2" standard or heavy weight as specified.
 - Hinge Weight and Base Material: Unless otherwise indicated, provide the following: Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - Hinge Options: For all Swinging Doors in the Schedule provide Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:
 - POWER TRANSFER DEVICES
 - Electrified Quick Connect Transfer Hinges: Provide electrified transfer hinges with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.
 - Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.
 - Provide mortar guard enclosure on steel frames installed at masonry openings for each electrical hinge specified.
 - CYLINDERS AND KEYING
 - Cylinders: Original manufacturer cylinders complying with the following:
 - Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
 - Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 - Bored-Lock Type: Cylinders with tailpieces to suit locks.
 - Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 - Keyway: Match City of Roseville Standard.
 - Permanent Cores: finish face to match lockset; complying with the following: Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders.
 - Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 - Key Quantity: Provide the following minimum number of keys:
 - Top Master Key: One (1).
 - Change Keys per Cylinder: Two (2).
 - Master Keys (per Master Key Group): Two (2).
 - Grand Master Keys (per Grand Master Key Group): Two (2).
 - Construction Keys : Ten (10).
 - Construction Control Keys: Two (2).
 - Permanent Control Keys: Two (2).
 - Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference".
- MECHANICAL LOCKS AND LATCHING DEVICES
 - Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12-gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses) to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions. Mortise locks to be certified Security Grade 1 and include vandal resistant heavy gauge escutcheon or sectional type trim.
- ELECTROMECHANICAL LOCKING DEVICES
- LOCK AND LATCH STRIKES
 - Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 - Standards: Comply with the following: Strikes for Mortise Locks and Latches: BHMA A156.13.
- DOOR CLOSERS
 - All door closers specified herein shall meet or exceed the following criteria:
 - General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
 - Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 - Cycle Testing: Provide closures which have surpassed 10 million cycles in a test witnessed and verified by UL.
 - Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICCA117.1.



WMB
ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

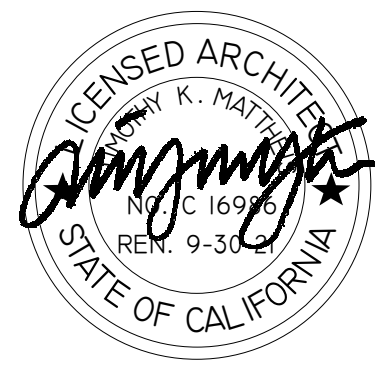
JOHN BYOUK
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

Standard Comfort
Station #2

Roseville, CA

WMB Project No. 20-086



PUBLISH HISTORY:

No.	DATE	PURPOSE
	05.13.21	100% CDs
1	08.11.21	PLAN REVIEW
2	08.11.21	COORDINATION

SPECIFICATIONS

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WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
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Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
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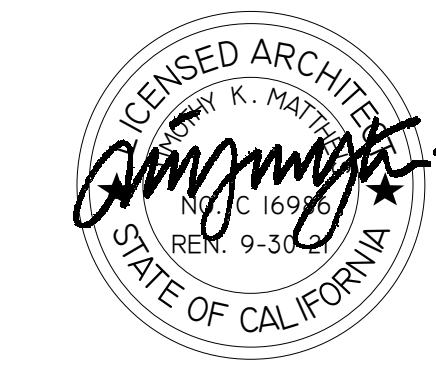
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SPECIFICATIONS

A0.3

- v. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
- Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.
 - Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.
 - Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.
 - Closers shall not be installed on exterior side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.
- vi. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.
- b. Door Closers, Surface Mounted (Commercial Duty): ANSIBHMA 156.4, Grade 1 certified surface mounted, institutional grade door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one-piece cast iron or aluminum alloy body construction, with adjustable backcheck, closing sweep, and latch speed control valves. Provide non-handed units standard.
16. DOOR STOPS AND HOLDERS: Door stops and holders to be of type and design as specified below or in the Hardware Sets. ANSIBHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
17. FABRICATION: Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.
18. FINISHES

- Standard designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSIBHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

19. ACCEPTABLE MANUFACTURERS AND PRODUCTS

Closer, Surface	Manufacturer Product Options	Tell Manufacturing 600 Series Heavy-Duty Commercial Grade1 Adj Delayed Action Closing, Friction Hold-Open Arm
Cylinder	Manufacturer/Product: Options:	By Lockset Manufacturer Interchangeable core
Door Bottom	Manufacturer/Product: Finish:	Pemko 210PK Satin Nickel Anodized Alum., PemkoPrene
Hinges	Manufacturer /Product	Command Access Technologies ; Energy Transfer Hinge ETH2W Electrified and Non-Electrified as Scheduled ; Finish 630, US32D
Locksets, Electrified Mortise	Manufacturer/Product	Command Access Schlage LV9000 series, ML80 Storeroom or ML485 privacy w/deadbolt as scheduled, (fail safe/fail secure), Grade 1, Lever #17 (Sparta) Vandigard , 'A' Rose Escutcheon; ADA Thumbturn
Locksets, Mortise	Manufacturer/Product	Schlage LV9480 Storeroom lock with Deadbolt, Grade 1, Lever #17 (Sparta), 'A' Rose Escutcheon, no Thumbturn
Stop	Manufacturer/Product	Door Controls International, No. 3210T Wrought Convex Wall Bumper, 630 Finish
Threshold	Manufacturer/Product	Pemko 270A (4"), Pemkote Finish

20. EXAMINATION
- Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
 - Notify Owner's Representative of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.
21. PREPARATION: Hollow Metal Doors and Frames: Comply with ANSI/DHI A115.series.
22. INSTALLATION
- Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including hanging devices; locking devices; closing devices; and seals.
 - Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames".
 - Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities".
 - Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - Thresholds: Set thresholds for exterior doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants".
 - Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.
23. FIELD QUALITY CONTROL: Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.
24. ADJUSTING: Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
25. CLEANING AND PROTECTION
- Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
 - Clean adjacent surfaces soiled by door hardware installation.
 - Clean operating items as necessary to restore proper finish, and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.
26. DEMONSTRATION: Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

27. DOOR HARDWARE SCHEDULE: The hardware sets represent the design intent and direction of the owner and Owner's Representative. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the Owner's Representative with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

Hardware Groups

Group:	01
Doors:	101.1, 102.1
Scheduled Hardware:	
Hinges:	(2) Non-Electrified, (1) Electrified
Electrified Mortise Lockset	
Kickplate	
Door Bottom	
Closer	
Threshold	
Stop	

Group:	02
Doors:	103.1
Scheduled Hardware:	
Hinges:	(3) Non-Electrified
Mortise Lockset	
Threshold	
Closer	
Stop	

099100 – PAINTING

- SUMMARY: Provide painting as shown on the Finish Schedule in the Drawings and specified herein. The type of material to be used and the number of coats to be applied are listed in the "Painting Schedule" in Part 3.00 of this Section of these Specifications. The term "paint", as used herein, included enamels, epoxies, paints, sealers, fillers, emulsions, and other coatings, whether used as prime, intermediate, or finish coats.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Owner's Representative in accordance with the provisions of Section 01 33.23 of these specifications.
- INDOOR AIR POLLUTANT CONTROL REQUIREMENTS
 - VOC Limits
 - Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3 of the 2016 California Green Building Standards Code, unless more stringent local limits apply.
 - The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.
 - Aerosol Paints and Coatings
 - Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.
- MOCK-UPS: Provide and install a full-coat finish Sample of each type of coating, color, and substrate applied where directed by the Owner's Representative.
- PROJECT CONDITIONS: The General Contractor is responsible to ensure all materials used in this Section meet current California V.O.C. (volatile organic compounds/chemicals) Regulations. The Owner's Representative shall be immediately notified of all V.O.C. conflicts. Work shall not proceed until conflicts are resolved.
- EXTRA STOCK: Upon completion of this portion of the Work, deliver to the Owner an extra stock of one gallon of each color and gloss used in each coating material used, with all such extra stock tightly sealed in clearly labeled containers.
- PAINT MATERIALS
 - Manufacturer
 - All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer.
 - Paint materials listed herein, unless otherwise designated in the "Painting Schedule", are the product of Kelly Moore and require no further approval as to manufacturer or catalog number.
 - Equivalent products of other major paint manufacturers may be used subject to approval by the Owner's Representative of the materials list and manufacturers' recommendations required to be submitted under Paragraph 3 above. Equivalent product manufacturers must provide a manufacturers product reference guide demonstrating the equivalence of the product substituted to the one specified.
 - Compatibility
 - All paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.
 - Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned.
 - Colors and glosses: All colors and glosses shall be indicated on the Painting Schedule and Finishes Schedule.
- PREPARATION OF SURFACES, GENERAL
 - Prior to all surface preparation and painting operations, completely mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.
 - Spot prime all exposed nails and other metals which are to be painted with emulsion paints, using a primer recommended by the manufacturer of the coating system.
 - Before applying paint or other surface treatment, thoroughly clean all surfaces involved. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- PREPARATION OF WOOD SURFACE
 - Clean all wood surfaces until they are free from dirt, and all other foreign substance.
 - Unless specifically noted to be left rough, smooth all finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce uniformly smooth and unmarred wood surfaces.
 - Knots
 - On small, dry, seasoned knots, thoroughly scrape and clean the surface and apply one coat of good quality knot-sealer before application of the priming coat.
 - On large, open, unseasoned knots, scrape off all pitch and thoroughly clean the area, followed by an application of one coat of good quality knot-sealer.
 - Remove and treat all pitch surfaces as required for large knots.
 - Dryness
 - Unless specifically approved by the Architect, do not proceed with the painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture-meter approved by the Owner's Representative.
- PREPARATION OF METAL SURFACES
 - Galvanized metal
 - Clean all surfaces thoroughly with solvent until they are completely free from dirt, soil, and grease.
 - Thoroughly treat the cleaned surface with phosphoric acid etch.
 - Remove all excess etching solution and allow to dry completely before application of paint.
 - Other metals
 - Thoroughly clean all surfaces until they are completely free from dirt, oil, grease and old paint.
 - Allow to dry thoroughly before application of paint.
- PREPARATION OF MASONRY / CONCRETE SURFACES
 - Clean all masonry / concrete surfaces until they are free from dirt and all other foreign substances.
 - At existing exterior masonry / concrete to be sealed, water blast surfaces until they are free from dirt and all other foreign surfaces.

13. PAINT APPLICATION

- General: Paint surfaces as shown on the Finishes Schedule on the Drawings. Paint all grilles and other prefabricated items where the factory prefinish is not in accordance with the Painting Schedule and color selection or where a prefinished item is not the same color as the adjacent surface. Paint to match adjacent surface.
- Drying: Allow sufficient drying time between coats. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.
- Environmental conditions: Comply with the manufacturer's recommendations as to environmental conditions under which the coating systems may be applied. Do not apply paint in areas where dust is being generated.
- Defects: Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.
- Color of undercoats: Slightly vary the color of succeeding coats.

14. INSPECTION

- Do not apply additional coats until completed coat has been inspected and approved by the Owner's Representative.
- Only inspected and approved coats of paint will be considered in determining the number of coats applied.

15. RE-INSTALLATION OF REMOVED ITEMS

- Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

16. CLEANING UP: During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner. Upon completion of this portion of the Work visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

17. PAINTING SCHEDULE

Apply the following finishes to the areas designated areas and as shown on the Drawings:

Type 1: Interior Concrete Floor & Base
First Coat: Tnemec Series 201, Epoxiprime – white
Second Coat: Tnemec Series 201, Epoxiprime – white

Type 2: Interior Metal (Ferrous – Semi-Gloss)
First Coat: Kelly Moore 5725 DTM Acrylic Primer/Finish
Second Coat: Kelly Moore 5885 DTM High Performance Acrylic Semi-Gloss
Third Coat: Kelly Moore 5885 DTM High Performance Acrylic Semi-Gloss

Type 3: Exterior Metal (Ferrous – Semi-Gloss)
First Coat: Kelly Moore 5725 DTM Acrylic Primer/Finish
Second Coat: Kelly Moore 5885 DTM High Performance Acrylic Semi-Gloss
Third Coat: Kelly Moore 5885 DTM High Performance Acrylic Semi-Gloss

Type 4: Exterior Metal (Galvanized)
First Coat: Krust Kutter Metal Clean & Etch
Second Coat: Kelly Moore 5725 DTM Acrylic Primer Finish
Third Coat: Kelly Moore 5885 DTM Semi-Gloss
Fourth Coat: Kelly Moore 5885 DTM High Performance Acrylic Semi-Gloss

Type 5: Exterior CMU Sealer
First Coat: Tnemec – Paime-A-Pell 200 - Clear
Second Coat: Tnemec – Paime-A-Pell 200 - Clear

Type 6: Interior CMU – Paint (Semi-gloss Sheen from 54" to top of wall)
First Coat: Kelly Moore 521 Fill and Prime Acrylic Block Filler
Second Coat: Kelly Moore 1660 Acryplex Acrylic Semi-Gloss Enamel
Third Coat: Kelly Moore 1650 Acryplex Acrylic Semi-Gloss Enamel

Type 7: Interior CMU – Epoxy Paint (from top of base to 54" above finish floor)
First Coat: Tnemec Series 30, Envirofill Block Filler/Anti-Bacterial Properties- Clear
Second Coat: Tnemec Series 280 – Tnemec-Glaze Modified Polyamine Epoxy – White
Third Coat: Tnemec Series 280 – Tnemec-Glaze Modified Polyamine Epoxy – White

Type 8: Interior Wood –beams, trims and underside of decking
First Coat: Kelly Moore AcryShield Stain (5-10 Parts) mixed with (1 part) 1240 AcryShield Exterior Flat
Second Coat: Kelly Moore AcryShield Stain (5-10 Parts) mixed with (1 part) 1240 AcryShield Exterior Flat

Type 9: Exterior Wood Sealer
First Coat: Cabot Wood Protector 2101 Series – Clear

101400 – SIGNAGE

- SUMMARY: Provide and install all signage as shown on the Drawings and as specified herein.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.
- REGULATORY REQUIREMENTS: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and State of California Building Code (CBC).
- SIGNS: Provide signs for all rooms as indicated on the Drawings:
 - Restroom Identification Signs
 - Colored plexiglas with white contrasting lettering meeting State of California standards. Color to be selected by Owner's Representative. Braille to meet State of California Regulations for braille size, height and spacing.
 - Room Occupancy Signs
 - Colored plexiglas with white contrasting lettering meeting State of California standards. Color to be selected by Owner's Representative. Sign size and wording to be approved by local Fire Department prior to fabrication.

6. INSTALLATION

- Locate signs where indicated on the Drawings or directed by Owner's Representative. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
- Wall-Mounted Signs: Install with Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes and plug inserts at concrete unit masonry walls.

102800 – TOILET ACCESSORIES

- SUMMARY: Provide and install toilet accessories as shown on the Toilet Accessories Schedule on the Drawings including grab bars, wall hand dryers and baby changing units. Install other accessories provided by the City.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.
- MATERIALS
 - Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.
 - Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
- TOILET ACCESSORIES
 - Basis of design for grab bars shall be Bobrick. All toilet accessories shall be as scheduled on the Drawings.
 - Electric Hand Dryers: World Dryer Corporation Model "VERDEdr" ADA Compliant; Stainless Steel Brushed Finish
 - Baby Changing Unit: As scheduled on the Drawings.
- FASTENINGS
 - All toilet accessories shall be complete with all required fastenings for installation on the wall surface and structure to be mounted to, and all fastenings shall harmonize with the item being fastened.
- INSTALLATION
 - Install all toilet accessories where indicated on the Drawings and in full accordance with the manufacturer's recommendations, anchoring all components fully in place for long life under hard use.
 - Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

- Install grab bars to withstand a downward load of at least 250 lbf (1112 N), when tested according to method in ASTM F 446.
- Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

104413 FIRE EXTINGUISHERS

- SUMMARY: Provide and install hand portable fire extinguishers as shown on the Drawings and specified herein.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.
- FIRE EXTINGUISHERS: All fire extinguishers shall have a minimum UL rating of 2A:10BC and shall be Potter-Roemer Inc., Model #3005, or an equal approved in advance by the Architect.
- MOUNTING:
 - Type and style
 - All fire extinguisher cabinets shall be wall mounted, as manufactured by Potter Roemer Inc. #3903 Wall Mounted Bracket.
 - All fire extinguisher cabinets shall be the products of the same manufacturer and shall be the ones upon which design was based, or an equal approved in advance by the Architect.
- MOUNTING BRACKETS
 - Manufacturer's steel, designed to secure fire extinguishers to wall or structure, of sizes required for fire extinguishers indicated, with plated or baked enamel finish.
- SURFACE CONDITIONS: Coordinate with all other trades as required to ensure proper and adequate provision in framing and wall covering for the installation of the recessed cabinets in the locations required. Prior to installation, inspect all cabinet recesses and verify that all necessary provisions have been made. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- INSTALLATION: Install the firefighting devices where indicated on the Drawings and in full accordance with all pertinent regulations and the manufacturer's recommendations, setting the top of the mounting bracket as shown on the Drawings, anchoring all components firmly in place for long life under hard use.
- SERVICE: Determine the approximate completion date of the Work and then inspect, charge, and tag the fire extinguishers at a date not more than ten days before actual completion date of the work.

311000 – SITE CLEARING

- SUMMARY: Clear the site where shown on the project Civil Drawings and specified herein.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Owner's Representative in accordance with the provisions of Section 013323 of these specifications.
- SECTION REQUIREMENTS
 - Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - Salvage Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
 - Notify utility locator service for area where Project is located before site clearing.
 - Do not begin site-clearing operations until temporary erosion and sedimentation control measures are in place.
 - Utilities
 - Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavation. If damaged, repair or replace at no additional cost to the Owner.
 - If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly notify the Owner's Representative and take necessary steps to assure that service is not interrupted.
 - If service is interrupted as a result of work under this Section, immediately notify the Owner's Representative and restore service by repairing the damaged utility.
 - If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Owner's Representative and secure his instructions.
 - Do not proceed with permanent relocation of utilities until written instructions are received from the Owner's Representative.
 - Protection of persons and property
 - Barricade open depressions and holes occurring as part of this Work, and post warning lights on property adjacent to or within public access. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this section.
 - Protect trees and shrubs, where indicated to remain, by providing a fence around the tree or shrub of sufficient distance away and of sufficient height so trees and shrubs will not be damaged in any way as part of this Work.
- SITE CLEARING
 - Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots. Clean out roots 1" in diameter and larger to a depth of at least 12" below the existing ground surface or subgrade of new graded surface, whichever is lower. Treat roots remaining in the soil with a weed killer approved by the Owner's Representative.
 - Strip topsoil. Stockpile topsoil that will be reused in the Work. Stockpile surplus topsoil to allow for respreading deeper topsoil.
 - Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
 - Remove slabs, paving, curbs, gutters, and aggregate base as indicated. Neatly saw-cut length of existing pavement to remain before removing existing pavement.
 - In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6-inch (150-mm) thick layers to density of surrounding original ground; or comply with the recommendations of the Soils Report which will govern.
 - Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.
- UTILITIES: Coordinate with utility companies and agencies as required. Where utility cutting, capping or plugging is required, perform such work in accordance with requirements of the utility company or governmental agency having jurisdiction.

312200 – EXCAVATING FILLING COMPACTING AND GRADING

- SUMMARY: Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, and as specified herein.
- GENERAL REQUIREMENTS: This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
- SUBMITTALS: Make submittals to the Owner's Representative in accordance with the provision of Section 013323 of these specifications.
- FILL MATERIAL:
 - All fill material shall be subject to approval of the Owner's Representative.
 - Provide fill material per requirements of the Soils Report.
 - If a Soils Report is not available, comply with the following standards: All fill material shall be soil or soil-rock mixture which is free from organic matter and other deleterious substance. It shall be of granular nature with sufficient binder to form a firm and stable, unyielding subgrade. It shall contain no rocks or lumps over three inches in greatest dimension. Engineered fill R value = 40. Plasticity index 8, passing the #4 sieve 100%, passing the #200 sieve 3% maximum. Fill shall have a coefficient of expansion of not more than 3% from air dry to saturation under a surcharge of 60 pounds per square foot at 90% compaction.
- ON-SITE FILL MATERIAL: All on-site fill material shall meet the requirements of Article 2.01 above. Adobe and clay soils will not be acceptable.



WMB
ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

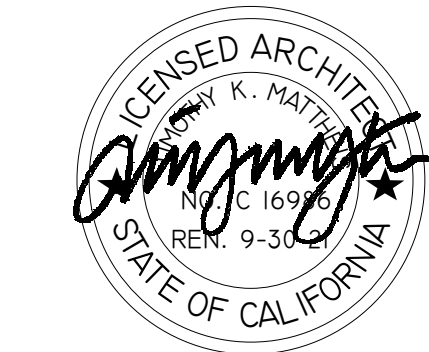
JOHN BYOUK
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

Standard Comfort
Station #2

Roseville, CA

WMB Project No. 20-086



PUBLISH HISTORY:

No.	DATE	PURPOSE
1	05.13.21	100% CDs
2	08.11.21	PLAN REVIEW
2	08.11.21	COORDINATION

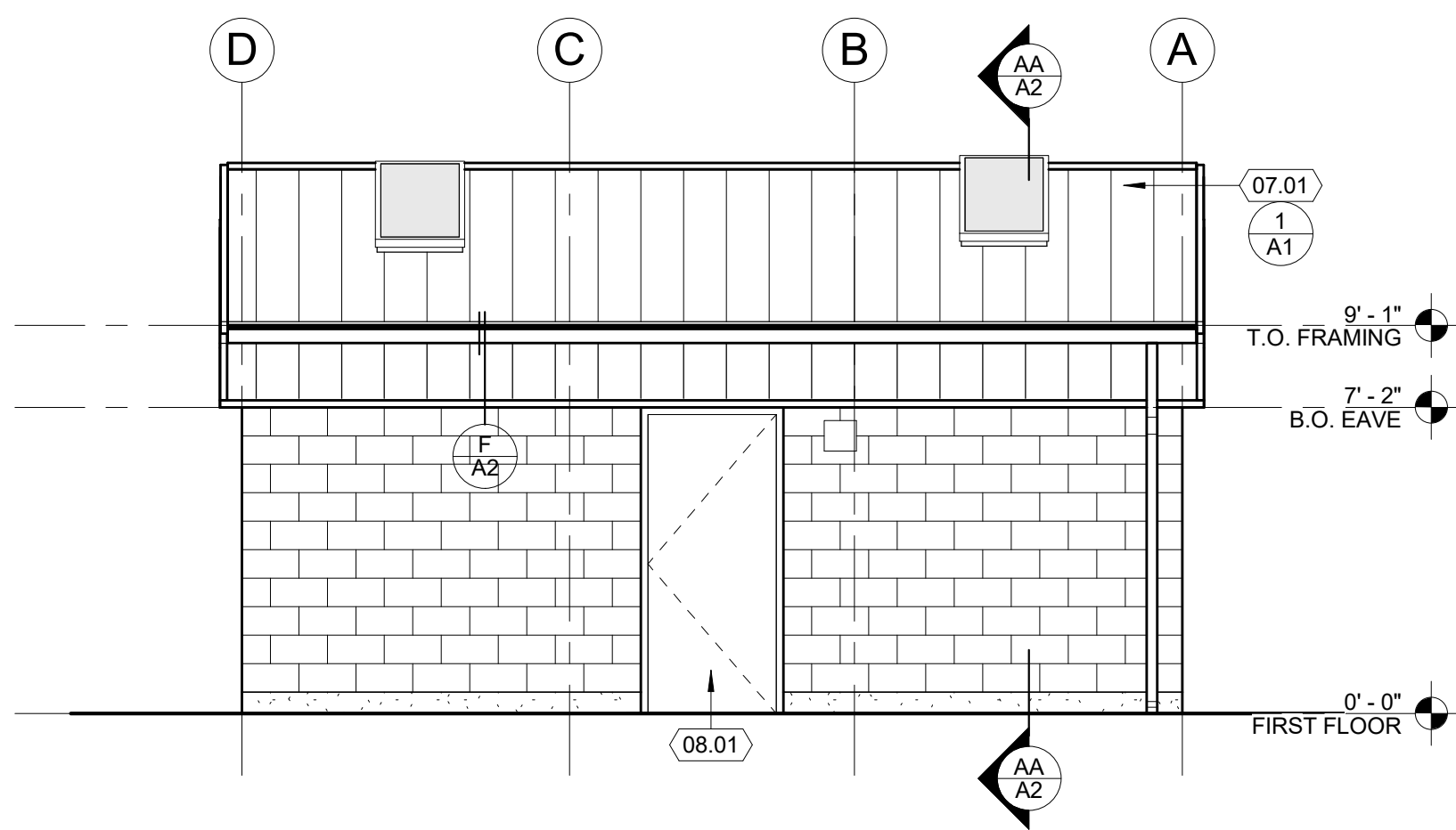
SPECIFICATIONS

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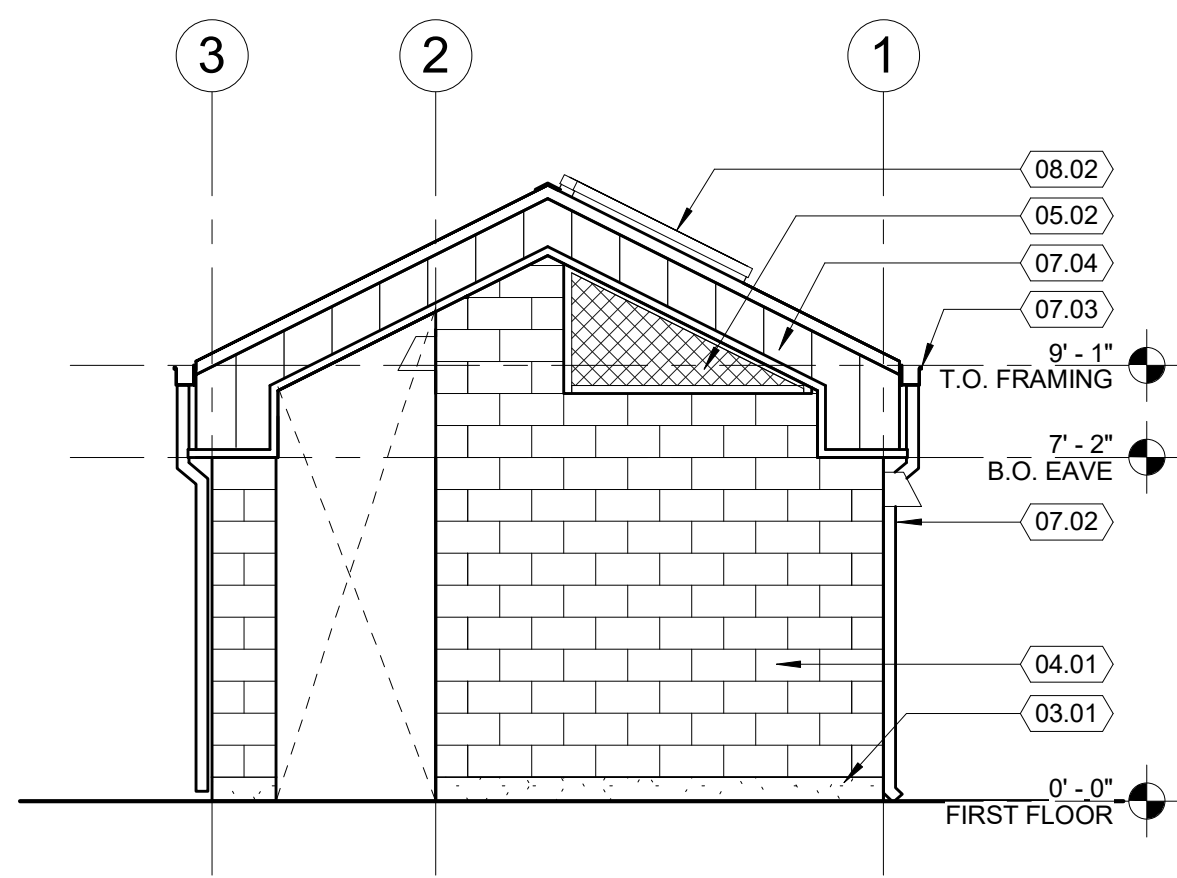
6. **IMPORTED FILL MATERIAL:** All imported fill material shall meet the requirements of Article 2.01 above. Adobe and clay soils will not be acceptable. For approval of imported fill material, notify the Owner's Representative at least four working days in advance of intention to import material, designate the proposed borrow area, and permit the Owner's Representative to sample as necessary from the borrow area for the purpose of making acceptance tests to prove the quality of the material.
7. **GRANULAR CUSHION:** Granular cushion under interior concrete slabs on grade shall be clean mineral aggregate with particle size grading within the following limits:
 - a. Passing the one-inch mesh: 100%
 - b. Passing the number four sieve: not more than 5%
 - c. Passing the number 20 sieve: not more than 1%
8. **STRUCTURAL BACKFILL:** Provide cohesionless sand material free from organic material.
9. **TOPSOIL:** Where and if shown on the Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 2" in greatest dimension, noxious weeds, sticks, brush, litter, or other deleterious matter. Obtain topsoil from sources within the project limits, or provide imported topsoil obtained from sources outside the project limits, or from both sources.
10. **OTHER MATERIALS:** All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the approval of the Owner's Representative.
11. **FINISH ELEVATIONS AND LINES:** Secure the services of a registered civil engineer or licensed land surveyor for setting and establishing finish elevations and lines. Carefully preserve all data and all monuments set and, if displaced or lost, immediately replace to the approval of the Owner's Representative and at no additional cost to the Owner.
12. **UTILITIES**
 - a. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavation. If damaged, repair or replace at no additional cost to the Owner.
 - b. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly notify the Owner's Representative and take necessary steps to assure that service is not interrupted.
 - c. If service is interrupted as a result of work under this Section, immediately notify the Owner's Representative and restore service by repairing the damaged utility.
 - d. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Owner's Representative and secure his instructions.
 - e. Do not proceed with permanent relocation of utilities until written instructions are received from the Owner's Representative.
13. **PROTECTION OF PERSONS AND PROPERTY**
 - a. Barricade open holes and depressions occurring as part of the work, and post warning lights on property adjacent to or within public access. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this section.
 - c. Protect trees and shrubs designated to remain.
14. **DEWATERING:** Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods. Keep excavations and site construction area free from water.
15. **EXCAVATING**
 - a. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated on the Drawings and specified herein. Where excavation grades are not shown on the Drawings, excavate as required to accommodate the installation.
 - b. Surplus materials: Dispose of excavated material away from the site.
 - c. On-Site Fill: Where excavated materials meet the standard of 2.01, Fill Materials, and are to be used for fill in this work, transport to and place in fill or storage areas within limits of the work.
 - d. Unsatisfactory excavated materials: In the excavation where unsatisfactory materials are encountered at grades required for the work, excavate to a distance below grade as directed by the Owner's Representative, and replace with satisfactory materials.
 - e. Excavation of rock
 - i. Subject to the approval of the Owner's Representative, rock encountered in the excavation may be broken into pieces not larger than three inches in maximum dimension and be incorporated in the fill material.
 - ii. Remove from the site all rock larger than three inches in maximum dimension. Rocks and stones larger than 1/2 inch in maximum dimension will not be permitted within the top 12 inches of finished grade in those areas outside of building and paved areas.
 - iii. Do not use explosives without the written permission from the Owner's Representative.
 - f. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
 - g. Unauthorized excavation
 - i. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Owner's Representative.
 - ii. Under footings, foundations or retaining walls, fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top elevation. When acceptable to the Owner's Representative, lean concrete fill may be used to bring the bottom elevation to proper elevation.
 - iii. Under footings, foundations or retaining walls, fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top elevation. When acceptable to the Owner's Representative, lean concrete fill may be used to bring the bottom elevation to proper elevation.
 - h. Stability of excavations
 - i. Slope sides of excavations to 1:1 or flatter, unless otherwise directed by the Owner's Representative. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
 - ii. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
 - i. Excavating for structures
 - i. Conform to elevations and dimensions shown within a tolerance of 0.10 ft., and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services, other construction required, and for inspection.
 - ii. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand tools to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
 - iii. Excavate for footings and foundations only after general site excavating, filling, and grading are complete.
 - j. Excavating for pavements: Cut surface under pavements to comply with cross sections, elevations, and grades.
 - k. Cold weather protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F.
16. **FILLING AND BACKFILLING:** Conduct fill and backfill operations in conformance with the Soils Report which governs.
 - a. Place acceptable soil material in layers to required subgrade elevations. Use satisfactory on-site or imported materials.
 - b. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following:
 - i. Acceptance of construction below finish grade.
 - ii. Inspecting, testing, approving and recording locations of underground utilities.
 - iii. Removing concrete formwork.
 - iv. Removing shoring and bracing, and backfilling of voids with satisfactory materials.
 - v. Removing trash and debris.
 - vi. Placement of horizontal bracing on horizontally supported walls.
 - c. Ground surface preparation
 - i. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious matter from ground surface prior to placement of fillers.
 - ii. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
 - iii. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
 - iv. At exposed soils in areas to be paved, scarify to a minimum depth of 8", and recompact at a moisture content that will permit proper compaction as specified for fill.

- d. Placing fill
 - i. Place backfill and fill materials in layers not more than 8" in loose depth.
 - ii. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
 - iii. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.
 - iv. Place backfill or fill material evenly adjacent to structures, to required elevations.
 - v. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.
 17. **GRADING**
 - a. Uniformly grade the areas within the limits of grading under this Section, including adjacent transition areas. Smooth the finished surfaces within specified tolerance.
 - b. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 80', unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.
 - c. Grade areas adjacent to buildings to achieve drainage away from the structures, and to prevent ponding. Finish the surfaces to be free from irregular surface changes and shape the surface of areas scheduled to be under walks and pavement to line, grade, and cross-section, with finished surface not more than 0.10 ft. above or below the required subgrade elevation.
 18. **COMPACTING**
 - a. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D1557.
 - b. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place and as approved by the soil engineer.
 - i. Structures: Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum dry density.
 - ii. Lawn and unpaved areas: Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% maximum dry density. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 85% of maximum dry density.
 - iii. Walks: Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum dry density.
 - iv. Pavements: Compact the top 8" of subgrade and each layer of fill material or backfill material at 95% of maximum dry density.
 - c. Moisture control
 - i. Where subgrade or layer of soil material must be moisture conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
 - ii. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
 - iii. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the Owner's Representative.
 - d. Field Quality Control
 - i. Secure the Owner's Representative's approval of subgrades and fill layers before subsequent construction is permitted thereon. If, in the Owner's Representative's opinion, based on reports of the testing laboratory, subgrade or fills which have been placed are below specified density, provide additional compacting to meet compaction standards.
 19. **MAINTENANCE**
 - a. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds. Repair and reestablish grades in settled, eroded and rutted areas to the specified tolerances.
 - b. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.
 20. **PLACING GRANULAR CUSHION:** Carefully place the granular cushion where shown on the Drawings, attaining the indicated thicknesses uniformly, and providing all required transition planes.
 21. **CLEAN UP:** Upon completion of the work of this Section, remove all debris resulting from operations. Remove surplus equipment and tools. Leave the site in a neat and orderly condition acceptable to the Owner's Representative.
- 312333 – TRENCHING BACKFILL & COMPACTING**
1. **SUMMARY:** Trench, backfill, and compact as shown on the Drawings and specified herein and as required for installation of underground utilities associated with the Work.
 2. **GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
 3. **SUBMITTALS:** Make submittals to the Owner's Representative in accordance with the provision of Section 013323 of these specifications.
 4. **FILL MATERIALS**
 - a. All fill material shall be subject to approval of the Owner's Representative.
 - b. Provide fill material per requirements of the Soils Report.
 - c. If a Soils Report is not available, comply with the following standards: All fill material shall be soil or soil-rock mixture which is free from organic matter and other deleterious substance. It shall be of granular nature with sufficient binder to form a firm and stable, unyielding subgrade. It shall contain no rocks or lumps over three inches in greatest dimension. Engineered fill R value = 40, Plasticity index 8, passing the #4 sieve 100%, passing the #200 sieve 3% maximum. Fill shall have a coefficient of expansion of not more than 3% from air dry to saturation under a surcharge of 60 pounds per square foot at 90% compaction. Provide fill material per requirements of the Soils Report.
 5. **ON-SITE FILL MATERIALS:** All on-site fill material shall meet the requirements of Article 2.01 above. Adobe and clay soils will not be acceptable.
 6. **IMPORTED FILL MATERIAL:** All imported fill material shall meet the requirements of Article 2.01 above. Adobe and clay soils will not be acceptable. For approval of imported fill material, notify the Owner's Representative at least four working days in advance of intention to import material, designate the proposed borrow area, and permit the Owner's Representative to sample as necessary from the borrow area for the purpose of making acceptance tests to prove the quality of the material.
 7. **BEDDING MATERIAL:** Bedding material shall be sand, gravel, crushed aggregate, native free-draining granular material having a sand equivalent of not less than 20. Pea gravel is not acceptable. No aggregate shall exceed 1".
 8. **OTHER MATERIALS:** All other materials not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the approval of the Owner's Representative.
 9. **FINISH ELEVATIONS AND LINES:** For setting and establishing finish elevations and lines, secure the services of a registered civil engineer or licensed land surveyor. Carefully preserve all data and all monuments set and, if displaced or lost, immediately replace to the approval of the Owner's Representative and at no additional cost to the Owner.
 10. **UTILITIES**
 - a. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavation. If damaged, repair or replace at no additional cost to the Owner.
 - b. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly notify the Owner's Representative and take necessary steps to assure that service is not interrupted.
 - c. If service is interrupted as a result of work under this Section, immediately notify the Owner's Representative and restore service by repairing the damaged utility.
 - d. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Owner's Representative and secure his instructions.
 - e. Do not proceed with permanent relocation of utilities until written instructions are received from the Owner's Representative.
 11. **PROTECTION OF PERSONS AND PROPERTY**
 - a. Barricade open holes and depressions occurring as part of the work, and post warning lights on property adjacent to or within public access. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this section.
 - c. Protect trees and shrubs designated to remain.
 12. **DEWATERING:** Remove all water, including rainwater, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods. Keep excavations and site construction area free from water.
 13. **TRENCHING**
 - a. Perform all trenching required for the installation of utilities associated for this work. Make all trenches open vertical construction with sufficient width to provide free working space at both sides of the trench and around the installed item as required for caulking, joining, backfilling, and compacting.

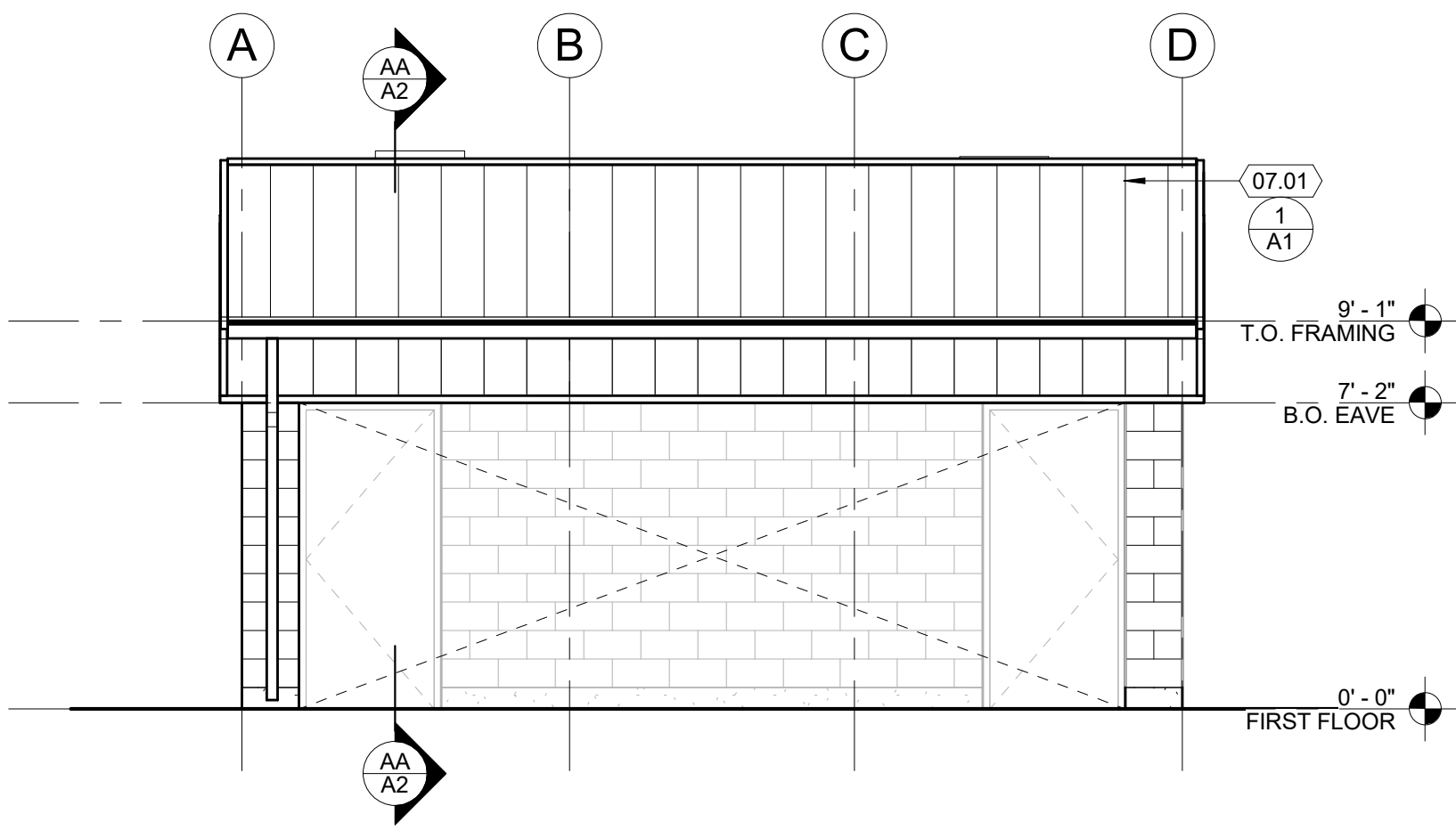
- b. Trench as required to provide the elevations shown on the Drawings. Where elevations are not shown on the Drawings, trench to sufficient depth as indicated below to maintain a minimum cover over the top of the installed item below the finish grade or subgrade. The coverages given below are minimum standards. Verify with local governmental jurisdictions for specific required coverages.
 - i. Areas subject to vehicular traffic
 1. Sanitary sewers 24"
 2. Storm drains 24"
 3. Electrical conduits and cables 24"
 - ii. Areas not subject to vehicular traffic
 1. Sanitary sewers 12"
 2. Storm drains 18"
 - iii. All areas
 1. Water lines 12"
 2. Natural gas lines 18"
 3. Electrical cables 24"
 4. Electrical conduits 18"
 - iv. Concrete encased
 1. Sanitary sewers and storm drains 12"
 2. Electrical conduits 12"
 - c. Where utilities are under a concrete structure slab or pavement, the minimum depth need only be sufficient to completely separate the conduit or pipe sleeve, and electrical long-radius rigid metal conduit riser from the concrete slab, provided it will not interfere with the structural integrity of the slab or pavement.
 - d. Where the minimum cover is not provided, encase the pipes in concrete 2" thick as indicated on the Drawings. Provide concrete with a minimum 28-day compressive strength of 2500 psi.
 - e. Where trench excavation is inadvertently carried below proper elevation, backfill with approved material and then re-compact to provide a firm and unyielding subgrade and/or foundation to the approval of the Owner's Representative and at no additional cost to the Owner.
 - f. Shoring and bracing: Provide materials for shoring and bracing as may be necessary for safety of personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction. Maintain shoring and bracing in excavations regardless of the time period excavations will be open. Carry shoring and bracing down as excavation progresses.
 - g. Grading and stockpiling trenched material: Control the stockpiling of trenched material in a manner to prevent water running into the excavations. Do not obstruct the surface drainage but provide means whereby storm and waste waters are diverted into existing gutters, other temporary drains, or surface drains.
 - h. Where utility runs traverse public property and are subject to governmental or utility company jurisdiction, provide depth, bedding, cover, and other requirements as set forth by legally constituted authority having jurisdiction, but in no case less than the depth shown in the Contract Documents.
 - i. Where trenching occurs in existing lawns, remove turf in sections and keep damp. Replace turf upon completion of the backfilling.
14. **FOUNDATION FOR PIPES**
- a. Grade the trench bottoms to provide a smooth, firm, and stable foundation free from rock points throughout the length of the pipe.
 - b. Place a minimum of six inches of the specified backfill material in the bottom of the trench.
 - c. Subsurface conditions: In areas where soft, unstable materials are encountered at the surface upon which no expansive material is to be placed, remove the unstable material and replace it with material approved by the Owner's Representative, making sufficient depth to develop a firm foundation for the item being installed. If the need for such over excavation has been occasioned by an act or failure to act on the part of the Contractor, make the over excavation and replacement at no additional cost to the Owner.
15. **BEDDING FOR PIPES**
- a. Place the specified bedding material in the trench, simultaneously on each side of the pipe, for the full width of the trench to a minimum depth of one foot above the outside diameter of the pipe barrel.
 - b. Density the bedding material after placing by thoroughly compacting with mechanical tampers after bringing to required moisture content. Take special care to provide firm bearing support on the underside of the pipe and fillings for the full length of the pipe.
 - c. Other bedding procedures and materials may be used if prior written approval has been obtained from the Owner's Representative.
16. **BACKFILL FOR PIPES:** Place approved backfill in layers which will compact to six inches maximum, concurrently on both sides of trench. Thoroughly compact each layer with mechanical tampers bringing to 90% maximum dry density. Compaction by jetting with water is expressly prohibited.
17. **TEST FOR DISPLACEMENT OF SEWERS AND STORM DRAINS**
- a. Check sewers and storm drains to determine whether displacement has occurred after the trench has been backfilled to above the pipe and has been compacted as specified.
 - b. Flash a light between manholes or, if the manholes have not yet been constructed, between the locations of the manholes, by means of a flashlight or by reflecting sunlight with a mirror.
 - c. If the illuminated interior of the pipeline shows poor alignment, displaced pipes, or any other defects, correct the defects to the specified conditions and at no additional cost to the Owner.
18. **PIPE JACKING:** The Contractor may, at his option, install steel pipe casings, tongue-and-groove reinforced concrete pipes, and steel pipes under existing roads or pavements by jacking into place using procedures approved by the governmental agencies having jurisdiction and approved by the Owner's Representative.
19. **TUNNELING OPERATIONS:** The Contractor may, at his option, tunnel pipes into position using procedures approved by the Owner's Representative and the governmental agencies having jurisdiction.
- 321313 – CONCRETE PAVING**
1. **SUMMARY:** Provide and install concrete paving for this Work as shown on the Drawings and specified herein.
 2. **GENERAL REQUIREMENTS:** This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.
 3. **SUBMITTALS:** Make submittals to the Owner's Representative in accordance with the provision of Section 013323 of these specifications.
 4. Comply with ACI 301, "Specification for Structural Concrete"
 5. **MATERIALS**
 - a. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed.
 - b. Portland Cement: ASTM C 150, Type I or II, gray.
 - c. Fly Ash: ASTM C 618, Type C or F.
 - d. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.
 - e. Air-Entraining Admixture: ASTM C 260.
 - f. Chemical Admixtures: ASTM C 494. Calcium chloride shall not be used.
 - g. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
 - h. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
 6. **CONCRETE MIXTURES:** Proportion normal-weight concrete mixes to provide the following properties:
 - a. Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
 - b. Slump Limit: 4 inches (100 mm) plus or minus 1 inch (25 mm), at point of placement.
 7. **PAVING**
 - a. Accurately position and support reinforcement, and secure against displacement.
 - b. Locate and install contraction, construction, isolation, and expansion joints as indicated or required.
 - c. Place concrete in a continuous operation within planned joints or sections. Do not add water to adjust slump.
 - d. Float surfaces to true planes within a tolerance of 1/4 inch in 10 feet (1:480) and medium-to-fine-textured broom finish.
 - e. Tool edges and joints to a radius of 1/4 inch (6 mm).
 - f. Begin curing after finishing concrete. Keep concrete continuously moist for at least seven days or if approved by the Owners Representative, apply membrane-forming curing compound to concrete.
 - g. Owner will employ a testing agency to sample concrete, perform tests, and submit test reports during concrete placement.
 - h. Remove and replace concrete paving that is broken, damaged, or defective. Exclude traffic from paving for at least 14 days.



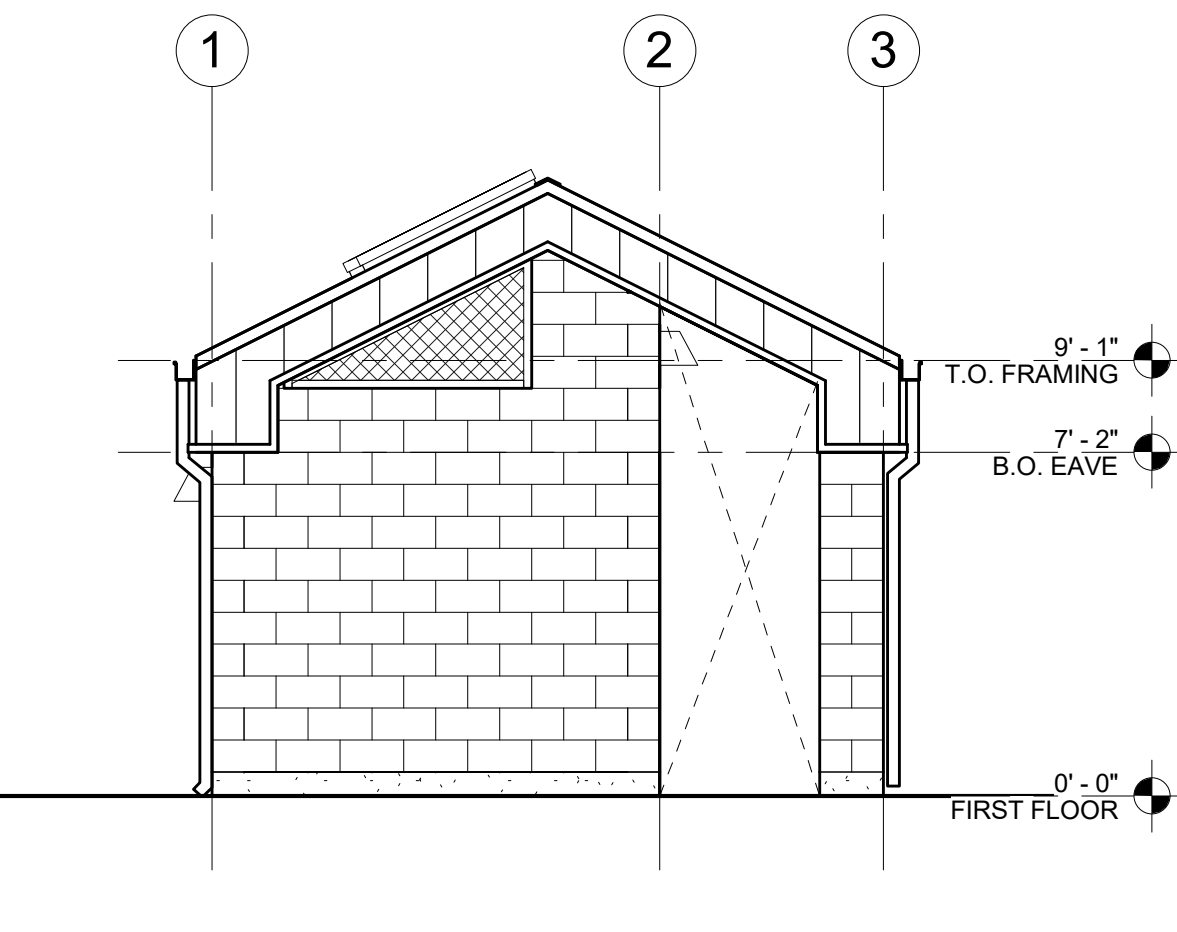
SIDE A
SCALE: 1/4" = 1'-0"



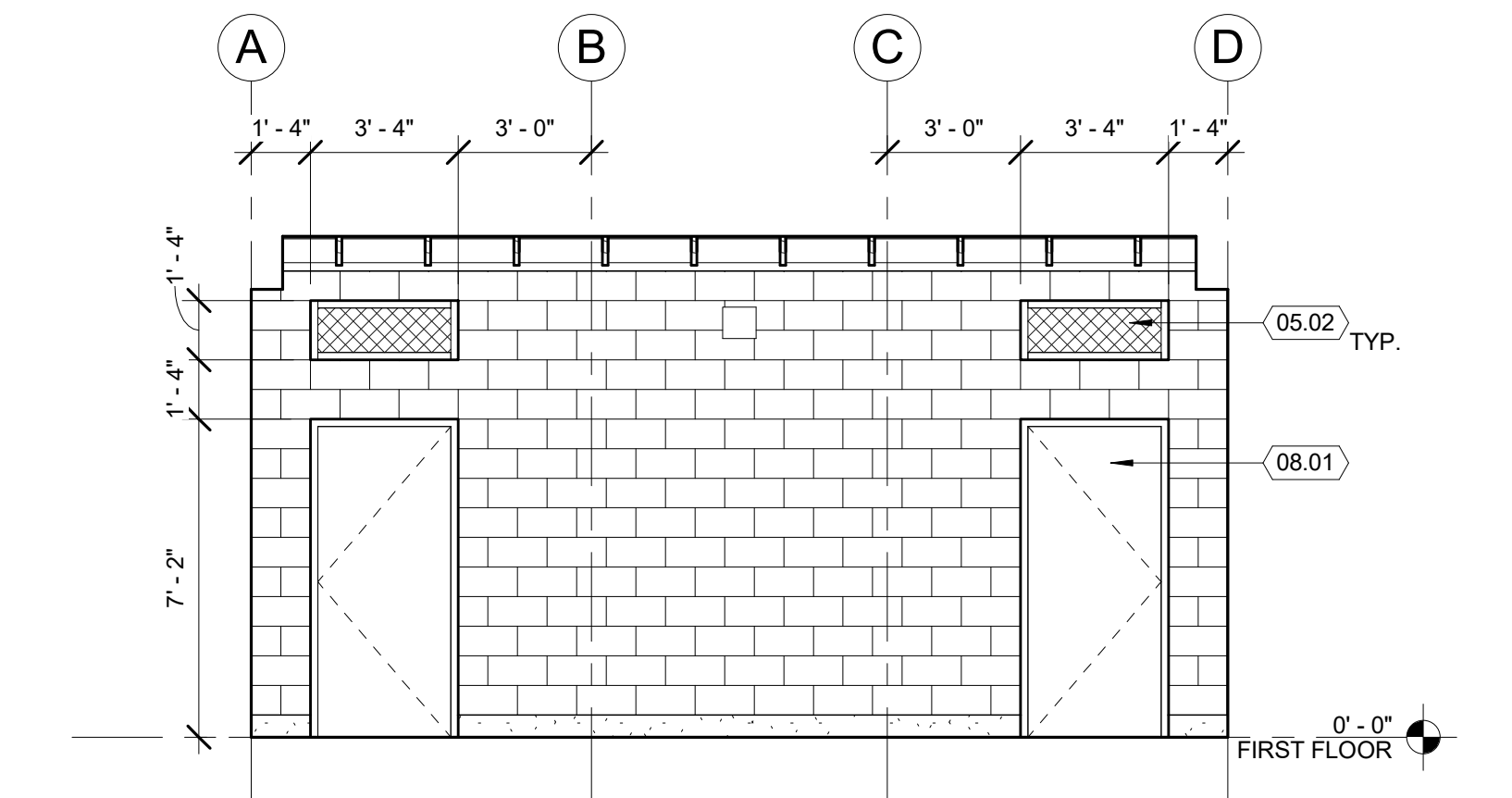
SIDE B
SCALE: 1/4" = 1'-0"



SIDE C
SCALE: 1/4" = 1'-0"



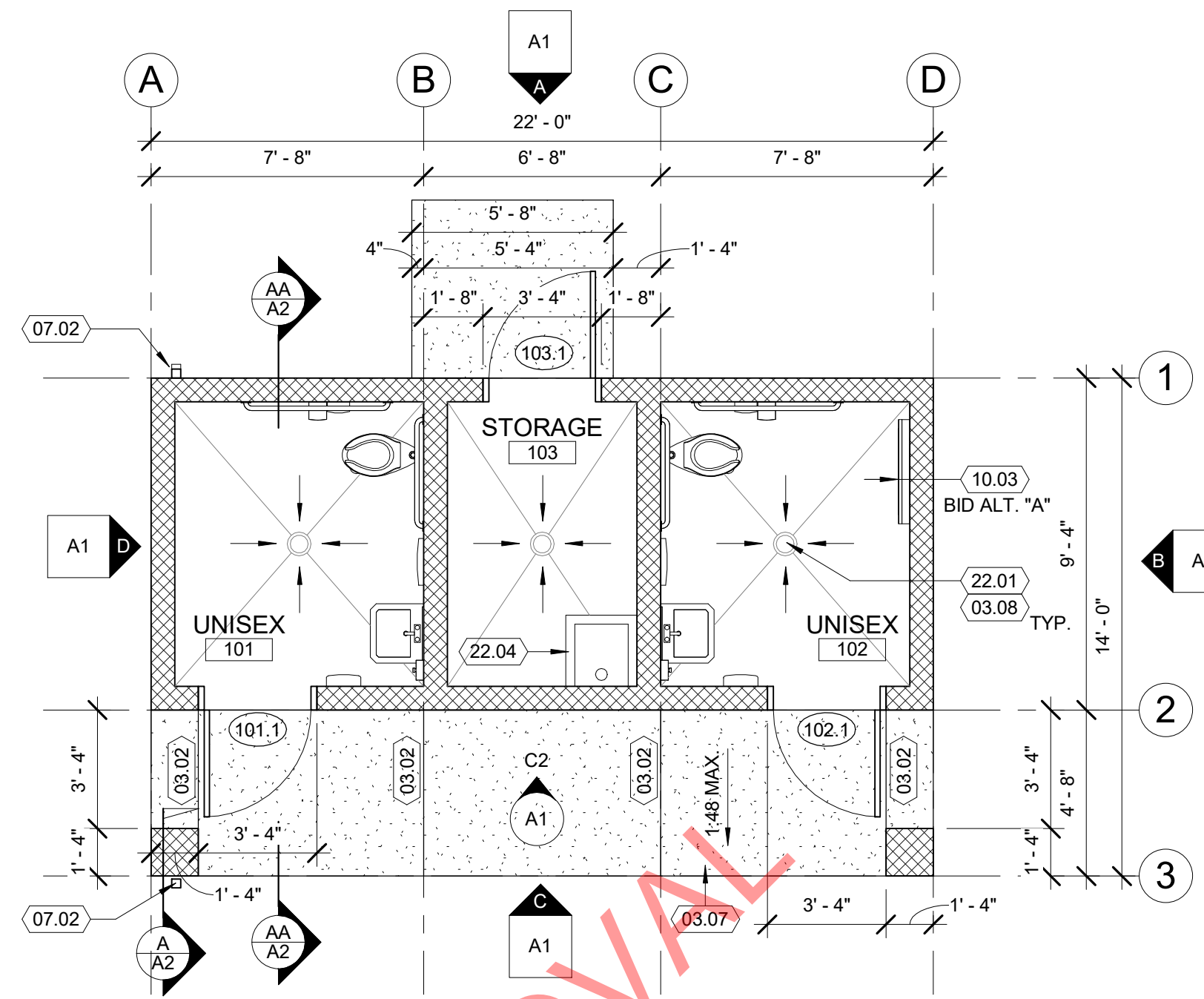
SIDE D
SCALE: 1/4" = 1'-0"



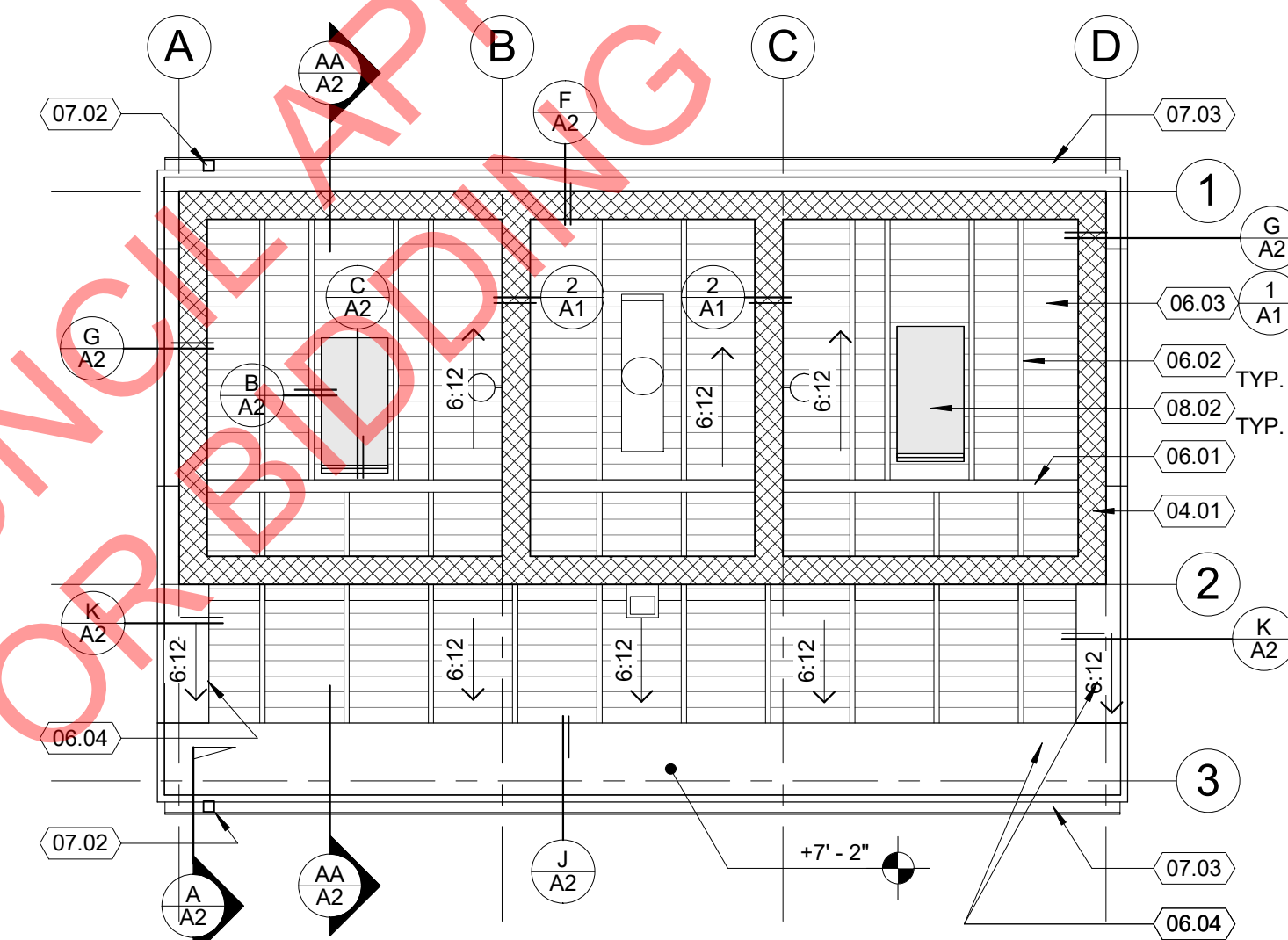
SIDE C2 - WITHIN PORCH
SCALE: 1/4" = 1'-0"

EXTERIOR FINISHES

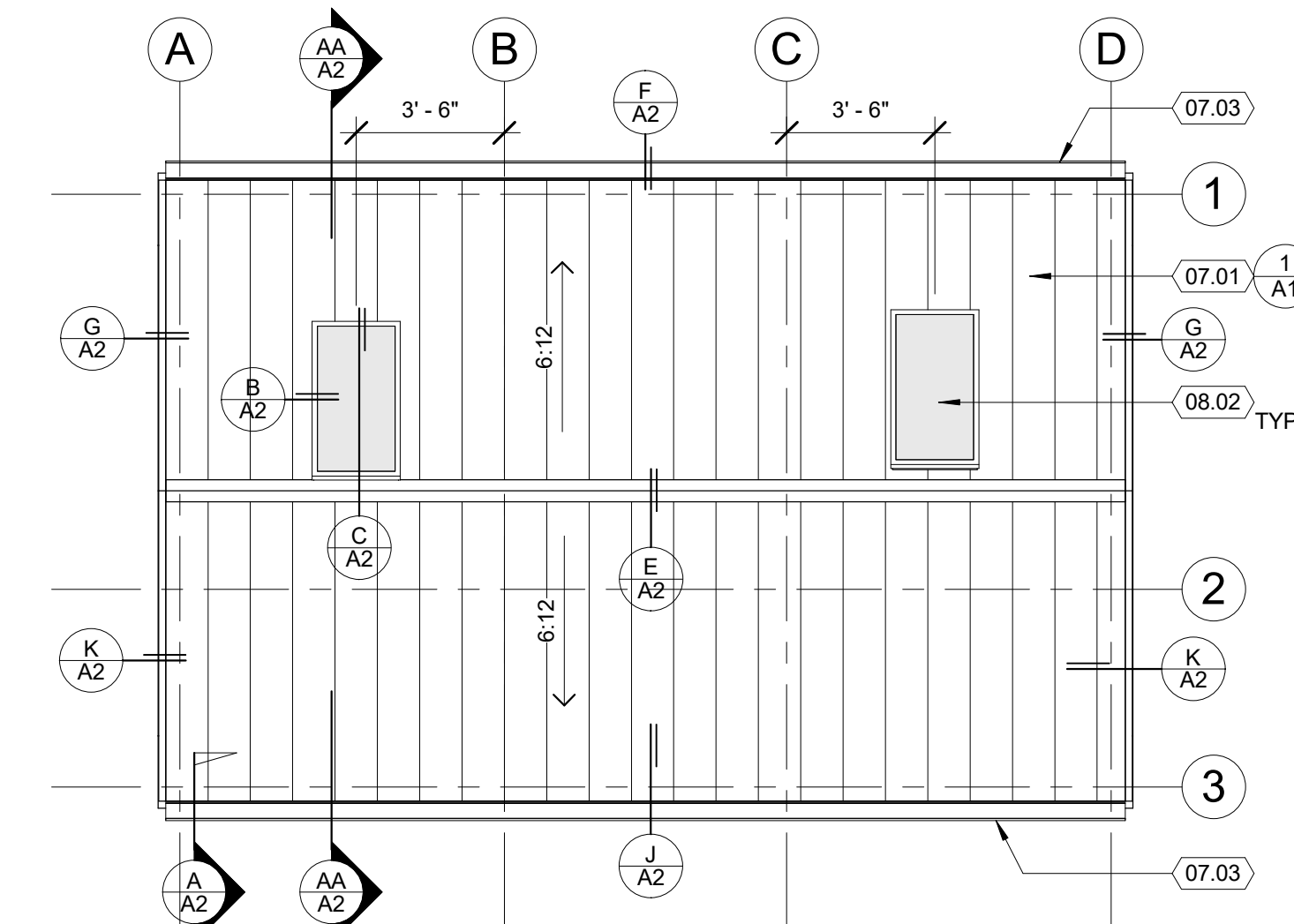
MASONRY WALLS
1ST & 2ND COAT: MASONRY SEALER
EXPOSED WOOD
1ST & 2ND COAT: CLEAR WOOD SEALER
NOTE:
ALL CONNECTORS TO BE EXPOSED AND UNFINISHED



FLOOR PLAN
SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE: 1/4" = 1'-0"

LEGEND

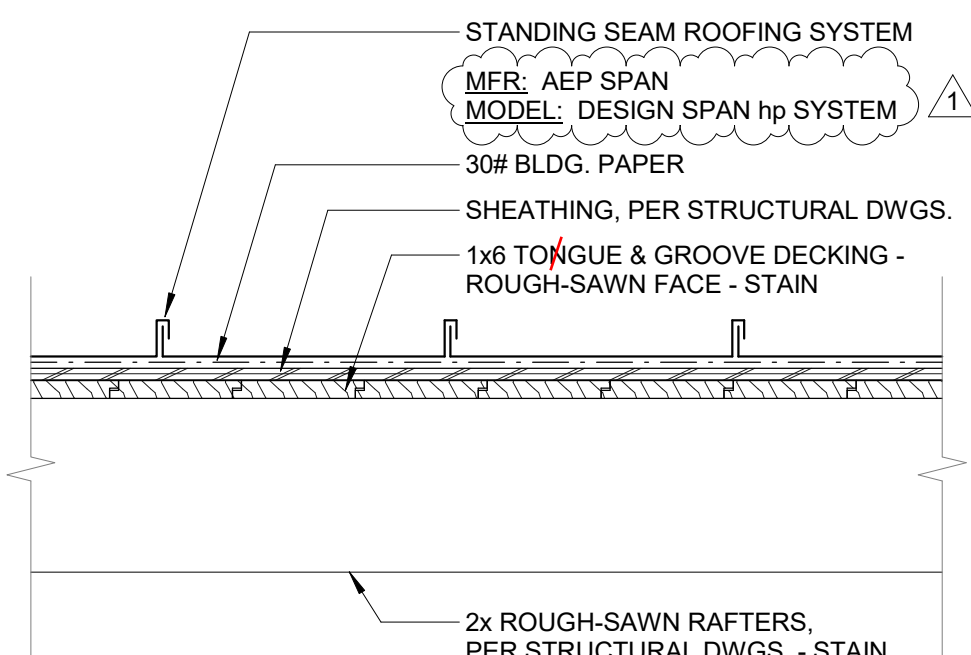
- 101.1 DOOR NUMBER - REF. A8.1
- 1 WINDOW NUMBER - REF. A8.2
- 1 TOILET ACCESSORY - REF. SCHEDULE
- ALIGN ADJACENT FINISH SURFACES
- CENTER LINE

GENERAL NOTES

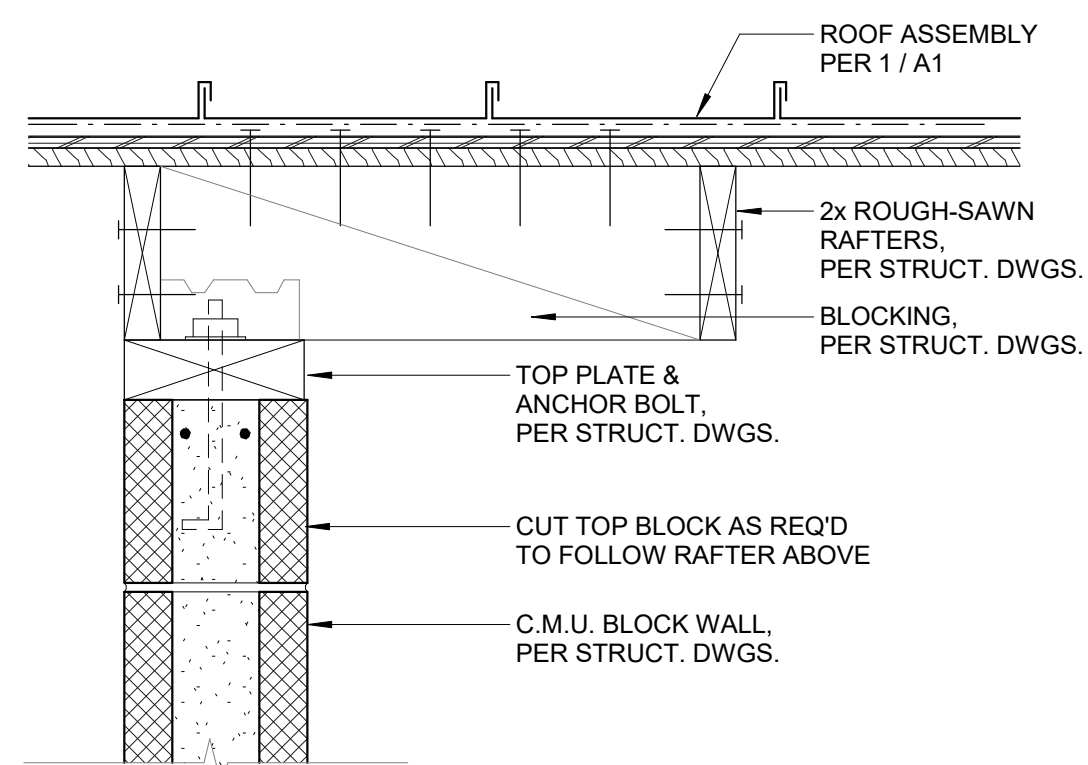
- REFER TO SHEET T3.2 FOR POSTED SIGNAGE
- GRID LINES ARE TO FACE OF BLOCK, U.O.N.
- ALL DIMENSIONS ARE TO FACE OF BLOCK, U.O.N.
- ALL EXPOSED WOOD AND TRIM TO HAVE A ROUGH-SAWN FACE EXPOSED

KEYNOTES

- 03.01 6" CONCRETE CURB - EXPOSED AREA TO HAVE SMOOTH, SACK FINISH
- 03.02 CONCRETE WEAKENED PLANE JOINT - REF. STRUCTURAL DWGS.
- 03.07 PERIMETER 4" REINFORCED CONCRETE SLAB - SLOPE AWAY FROM BUILDING MAXIMUM 1:48
- 03.08 SLOPE CONC. SLAB TO DRAIN AT 1:48 MAX. SLOPE
- 04.01 8" CMU WALL - SPLIT FACE EXTERIOR, SMOOTH FACE INTERIOR - APPLY SEALANT AT EXTERIOR - REFER TO STRUCTURAL DWGS.
- 05.02 3/4" #9 FLATTENED 10 GA. EXPANDED METAL SCREEN PANEL - PAINT PANEL TO MATCH ROOF COLOR
- 06.01 EXPOSED BEAM, PER STRUCT. DWGS.
- 06.02 EXPOSED RAFTERS, PER STRUCT. DWGS.
- 06.03 TONGUE & GROOVE DECKING
- 06.04 5/8" ROUGH SAWN PLYWOOD SOFFIT PANEL - STAIN
- 07.01 STANDING SEAM METAL PANEL ROOFING - REFER TO DETAIL FOR TYP. ROOFING ASSEMBLY
- 07.02 2" DIA. SCH. 40 DOWNSPOUT - PAINT TO MATCH ROOF
- 07.03 5" BOX GUTTER, BY ROOFING MFR. - PAINT TO MATCH ROOF
- 07.04 METAL FASCIA PANEL TO MATCH ROOF
- 08.01 DOOR PER PLAN & SCHEDULE
- 08.02 24" x 48" SKYLIGHT, TYP.
- 10.03 INSTALL BABY CHANGING STATION THIS ROOM - BID ALTERNATE "A"
- 22.01 FLOOR DRAIN - SLOPE CONCRETE SLAB MIN. 1/4:12 - REF. PLUMBING DWGS.
- 22.04 JANITOR SINK - PER PLUMBING DWGS.



1 TYP. ROOFING SYSTEM
SCALE: 1 1/2" = 1'-0"



2 HEAD OF WALL @ INT. CMU
SCALE: 1 1/2" = 1'-0"



WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK PARK

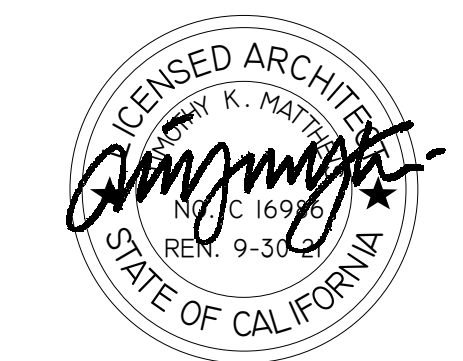
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

Standard Comfort Station #2

Roseville, CA

WMB Project No. 20-086



PUBLISH HISTORY:

No.	DATE	PURPOSE
05.13.21	100% CDs	
1	08.11.21	PLAN REVIEW
2	08.11.21	COORDINATION



REVIEWED FOR CODE COMPLIANCE
BUILDING DIVISION
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PLANS + ELEVATIONS

A1



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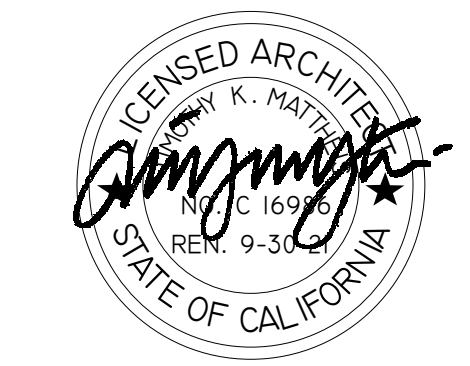
2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747
(APN 498-010-030-000)

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WMB Project No. 20-086



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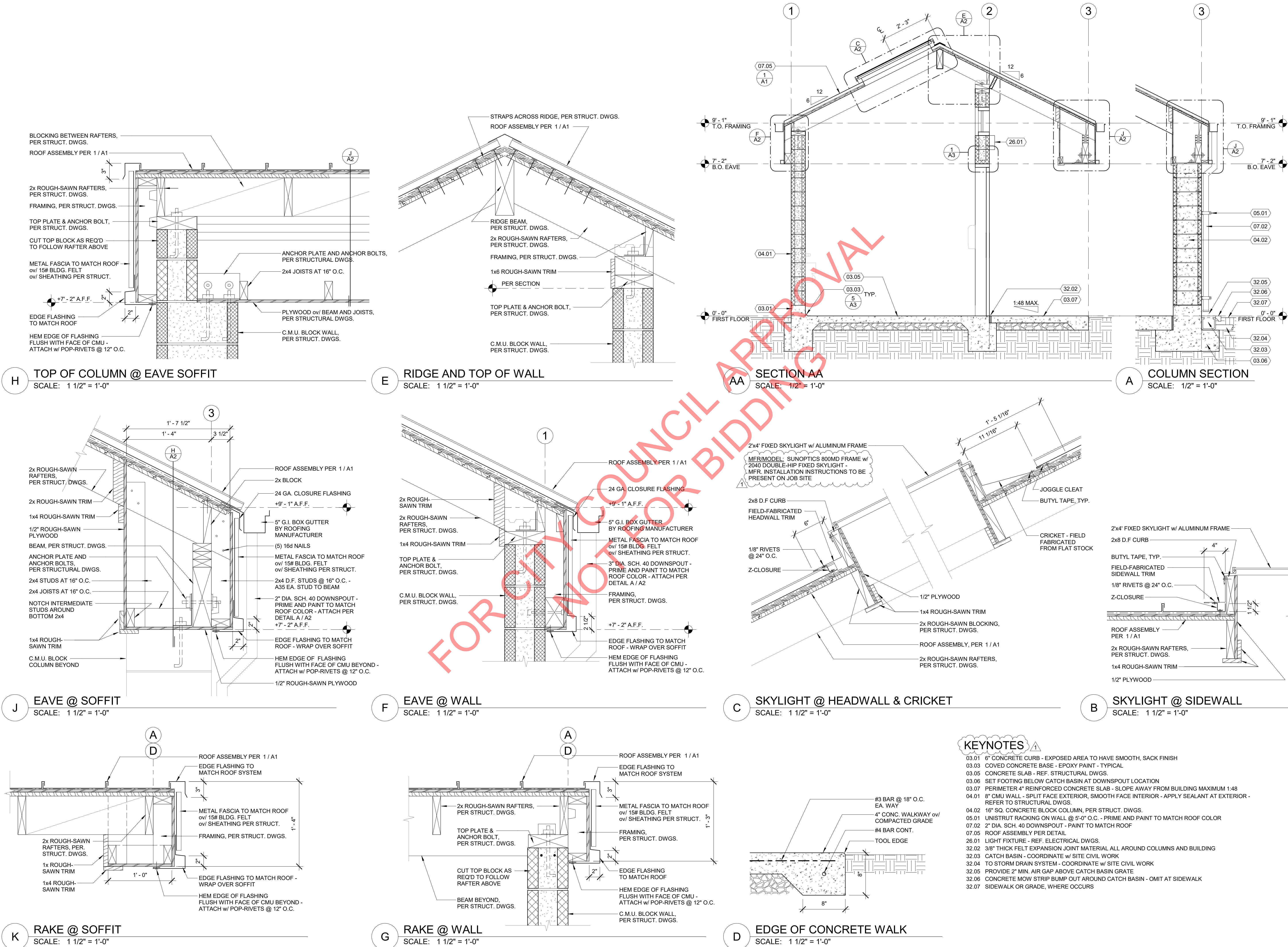
No.	DATE	PURPOSE
05.13.21	100% CDs	
1 08.11.21	PLAN REVIEW	
2 08.11.21	COORDINATION	



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BUILDING DIVISION
CONSTRUCTION DOCUMENTS
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0021-3952

SECTION + DETAILS

A2



DOOR SCHEDULE															
NO.	HDWR. SET	SIZE		PANEL				FRAME			DETAILS			COMMENTS	
		WIDTH	HEIGHT	TYPE	THK.	FACE	EXT. FIN.	INT. FIN.	MATERIAL	EXT. FIN.	INT. FIN.	HD	JB		THD
101.1	1	3'-0"	7'-0"	F	1 3/4"	H.M.	PAINT	PAINT	H.M.	PAINT	PAINT	1	1 SIM.	2	
102.1	1	3'-0"	7'-0"	F	1 3/4"	H.M.	PAINT	PAINT	H.M.	PAINT	PAINT	1	1 SIM.	2	
103.1	2	3'-0"	7'-0"	F	1 3/4"	H.M.	PAINT	PAINT	H.M.	PAINT	PAINT	1	1 SIM.	2	

ROOM FINISH SCHEDULE						
NO.	NAME	FLOOR	BASE	WALL	CEILING	COMMENTS
101	UNISEX	CC1	B1	P1 / P2	ST1	
102	UNISEX	CC1	B1	P1 / P2	ST1	
103	STORAGE	-	-	-	ST1	



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5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK PARK

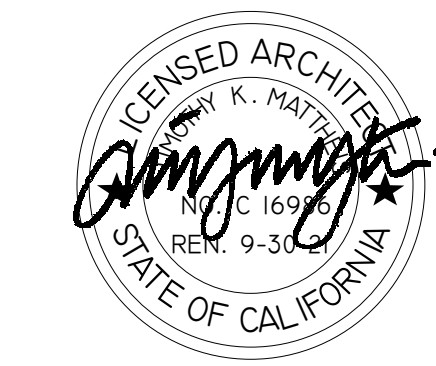
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

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Roseville, CA

WMB Project No. 20-086



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05.13.21	100% CDs
1 08.11.21	PLAN REVIEW
2 08.11.21	COORDINATION



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CONSTRUCTION DOCUMENTS
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DOOR + FINISHES SCHEDULE

A3

FINISHES LEGEND

CONCRETE	
CC1 -	EPOXY, COLOR: WHITE
BASE	
B1 -	CONCRETE COVED BASE - FINISH TO MATCH FLOOR
PAINT	
P1 -	INTERIOR MASONRY WALLS TO +54" A.F.F. FILLER AND EPOXY PAINT
P2 -	INTERIOR MASONRY WALLS FROM +54" TO UNDERSIDE OF CEILING FILLER AND PAINT; COLOR: WHITE
P3 -	STEEL PRIMER AND PAINT; COLOR: AS SELECTED BY OWNER'S REPRESENTATIVE
WOOD STAIN	
ST1 -	INTERIOR WOOD CEILING, RAFTERS, & TRIM STAIN; COLOR: AS SELECTED BY OWNER'S REPRESENTATIVE

PRODUCT & MATERIAL REQUIREMENTS FOR INDOOR POLLUTANT CONTROL

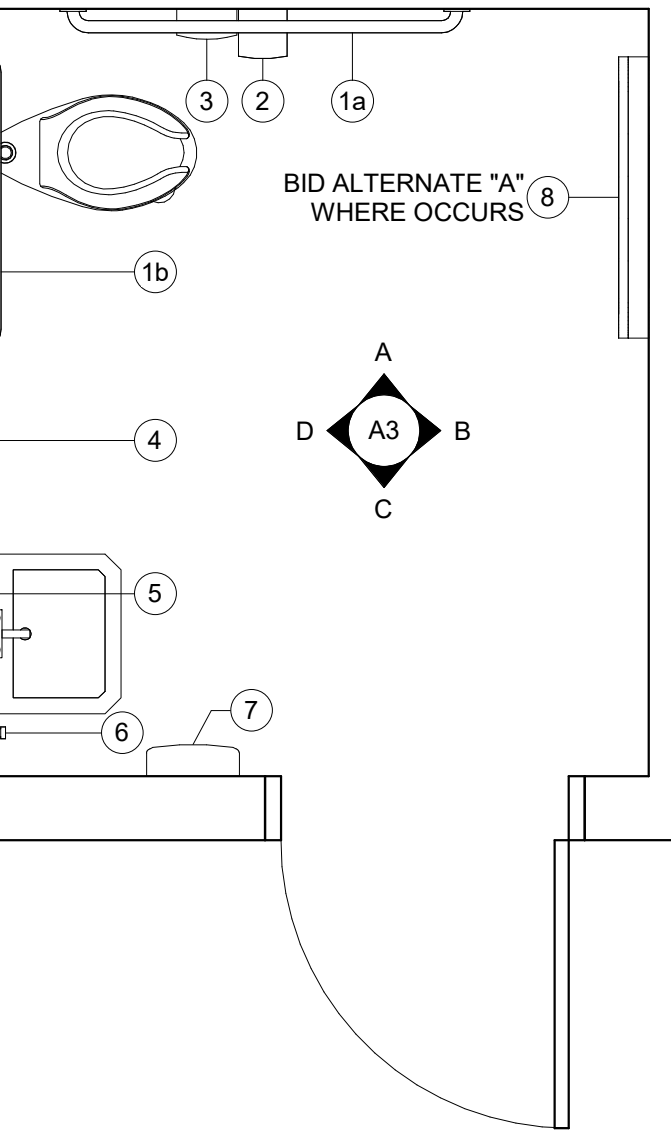
- ALL MATERIALS, ADHESIVES, COATINGS, AND SEALANTS SHALL COMPLY WITH V.O.C. LIMITATIONS SET FORTH BY THE LOCAL AIR POLLUTION CONTROL DISTRICT OR CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11 (CALGREEN BUILDING STANDARDS), WHICHEVER IS MORE RESTRICTIVE.
- ALL HARDWOOD COMPOSITE WOOD PRODUCTS (PLYWOOD, PARTICLEBOARD, AND MEDIUM DENSITY FIBERBOARD) SHALL MEET THE MAXIMUM FORMALDEHYDE EMISSIONS LIMITATIONS AS SPECIFIED IN ARB'S AIR TOXIC CONTROL MEASURE FOR COMPOSITE WOOD (17 COR 93120 ET SEQ.) BY THE DATES SPECIFIED IN THOSE SECTIONS.
- ARCHITECT HAS MADE EVERY REASONABLE ATTEMPT TO CONFIRM THAT PRODUCTS SPECIFIED IN THESE DOCUMENTS COMPLY WITH ABOVE-LISTED REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR, VENDOR, AND/OR MANUFACTURER TO NOTIFY THE ARCHITECT THROUGH THE GENERAL CONTRACTOR OF ANY NON-COMPLIANT PRODUCT OR MATERIAL SPECIFIED BY THE ARCHITECT PRIOR TO BID DUE DATE.
- CONTRACTOR SHALL PROVIDE PRODUCT/MATERIAL COMPLIANCE DOCUMENTATION WITH SUBMITTAL DOCUMENTS AS REQUIRED BY SPECIFICATION SECTION 013323. CONTRACTOR SHALL SUBMIT COMPLIANCE DOCUMENTATION TO THE JURISDICTION HAVING AUTHORITY UPON ACCEPTANCE BY ARCHITECT.

RESTROOM ACCESSORY NOTES

- GENERAL CONTRACTOR TO PROVIDE AND INSTALL THE FOLLOWING:
A. GRAB BARS
B. HAND DRYER - REF. ELECTRICAL DWGS.
- ALL OTHER ACCESSORIES (SUCH AS TOILET PAPER DISPENSERS, SOAP DISPENSERS, AND TOILET SEAT COVER DISPENSERS) TO BE PROVIDED BY THE CITY OF ROSEVILLE AND INSTALLED BY THE CONTRACTOR.
- REFER TO SHEET T2 FOR MOUNTING HEIGHTS, CLEARANCES, AND ADDITIONAL REQUIREMENTS FOR ACCESSIBILITY

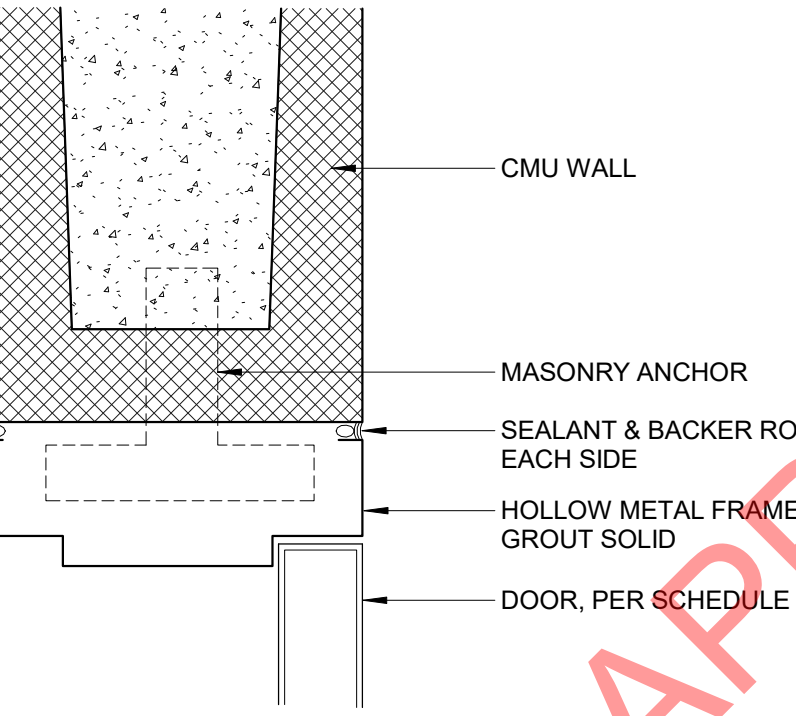
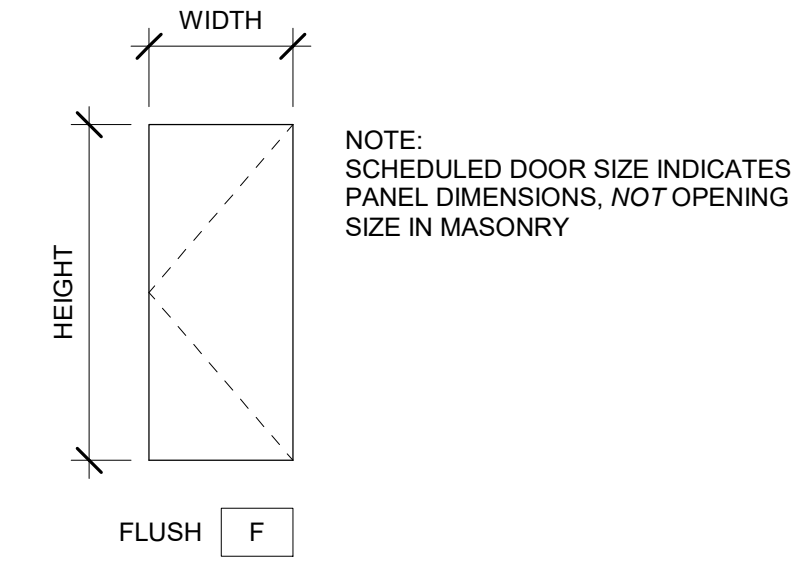
NO.	ITEM
1a	GRAB BAR
1b	GRAB BAR
2	TOILET TISSUE DISPENSER
3	SANITARY NAPKIN DISPOSAL
4	TOILET SEAT COVER
5	FRAME MIRROR
6	SOAP DISPENSER
7	HAND DRYER
8	BABY DIAPER CHANGING STATION (BID ALTERNATE "A") [1]

[1] KOALA KARE KB200
COLOR: WHITE GRANITE 05

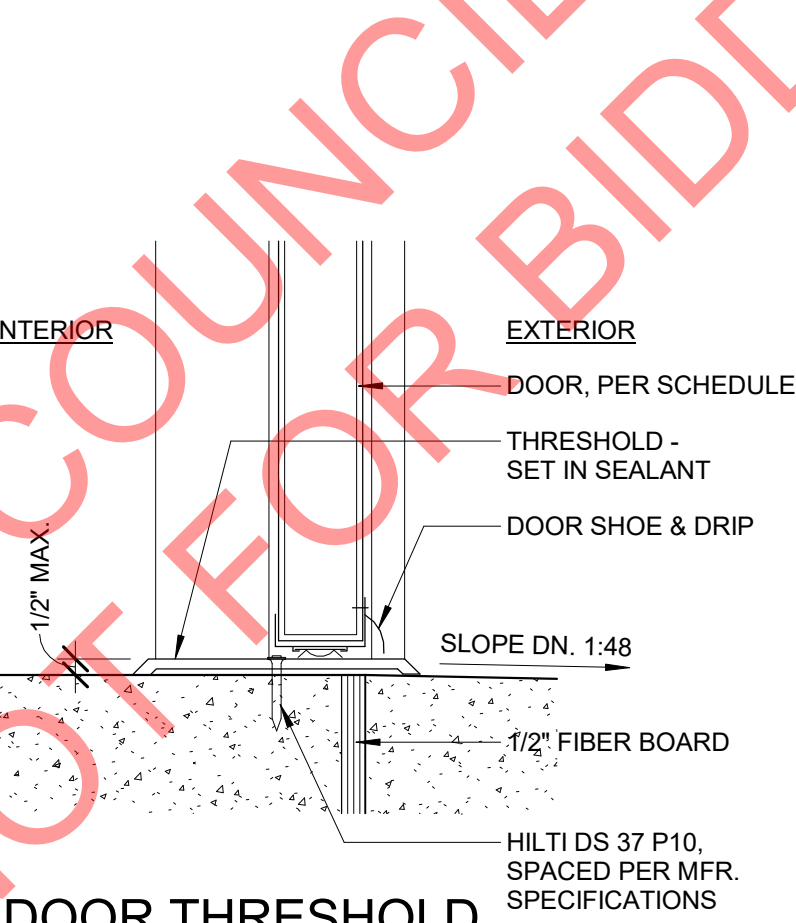


TYP. RESTROOM PLAN
SCALE: 1/2" = 1'-0"

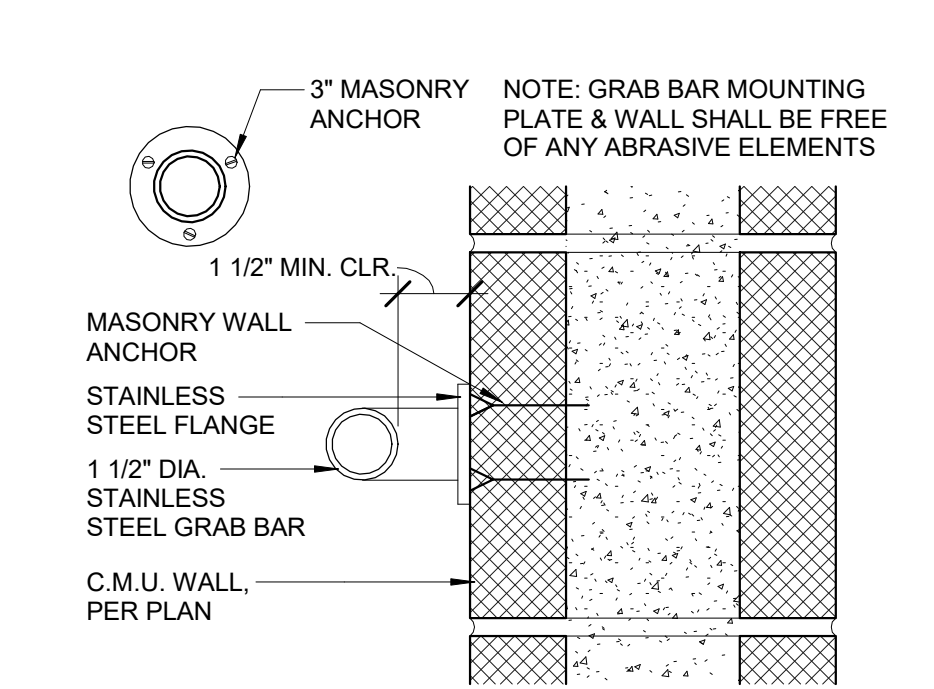
DOOR TYPES



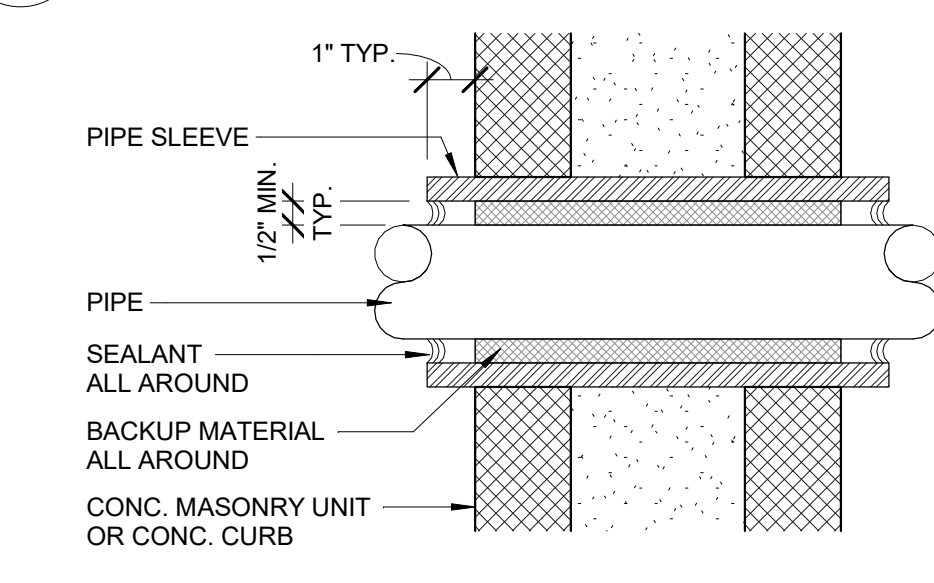
1 H.M. DOOR HEAD
SCALE: 3" = 1'-0" (JAMB SIMILAR)



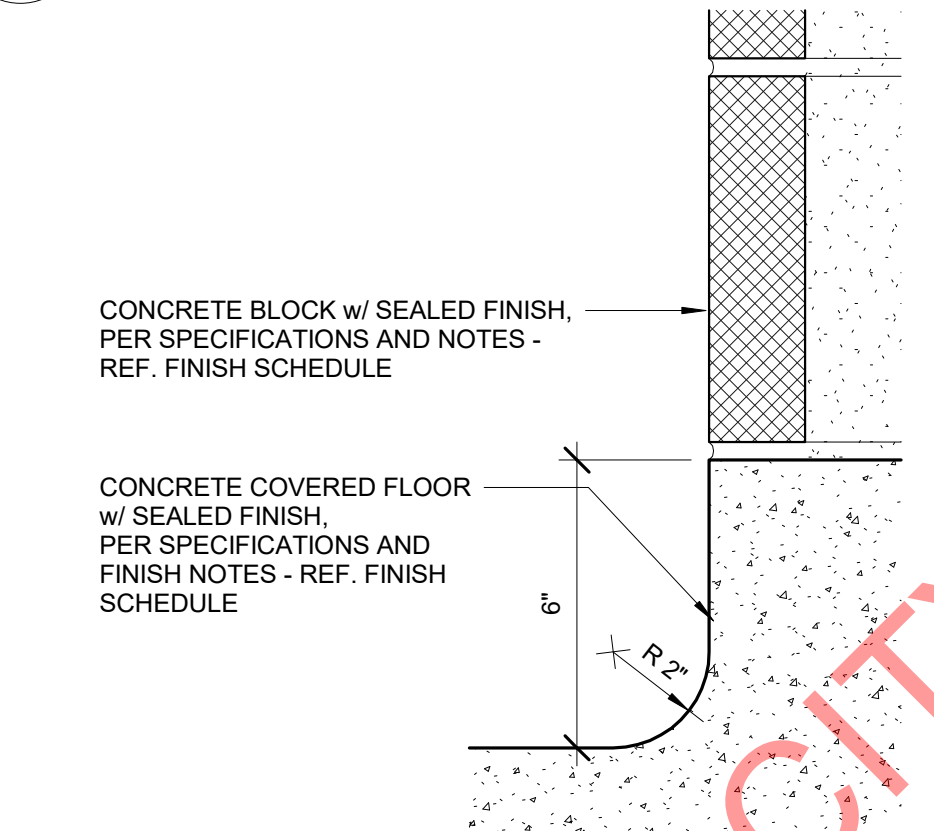
2 DOOR THRESHOLD
SCALE: 3" = 1'-0"



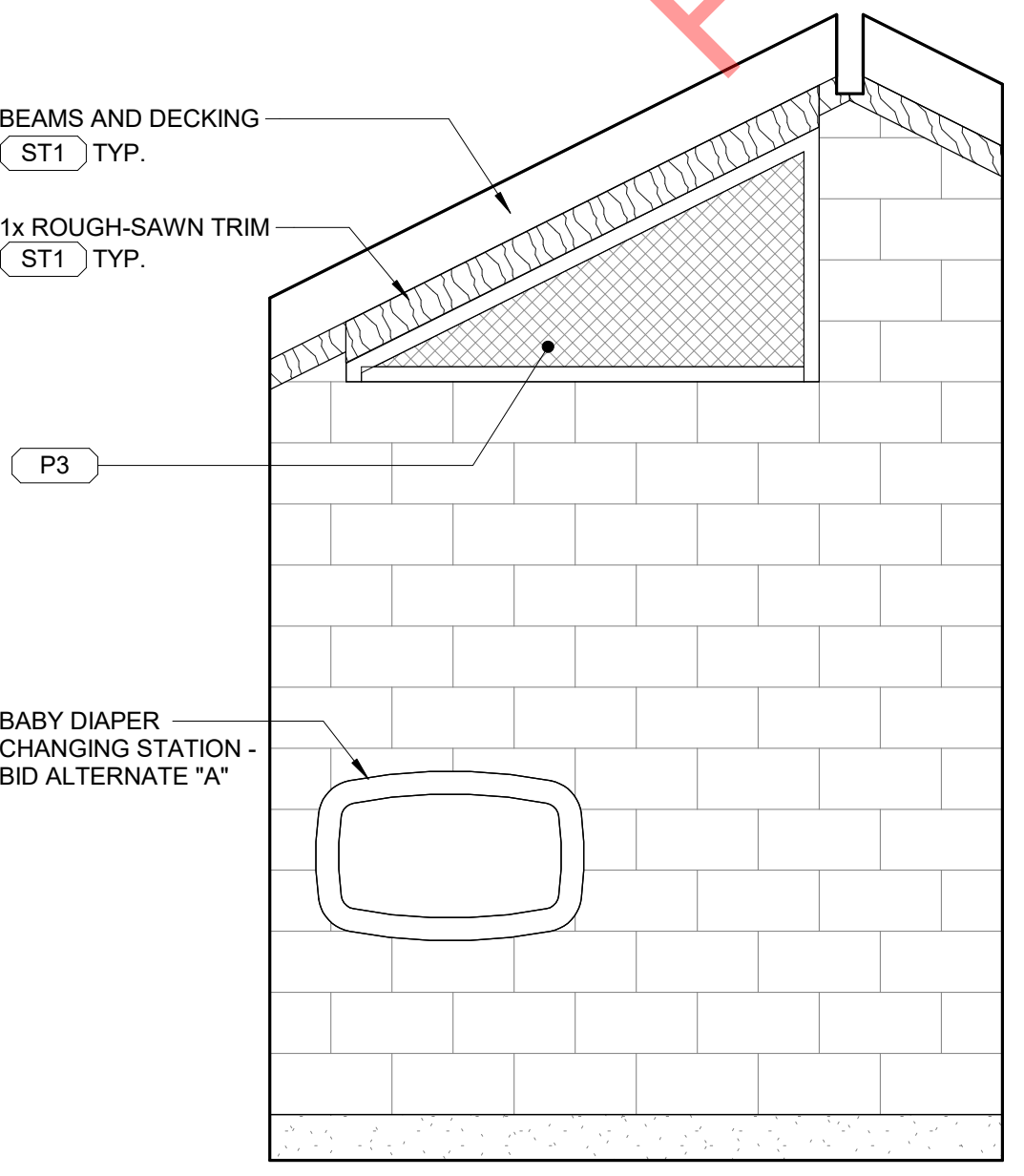
3 GRAB BAR ATTACHMENT
SCALE: 3" = 1'-0"



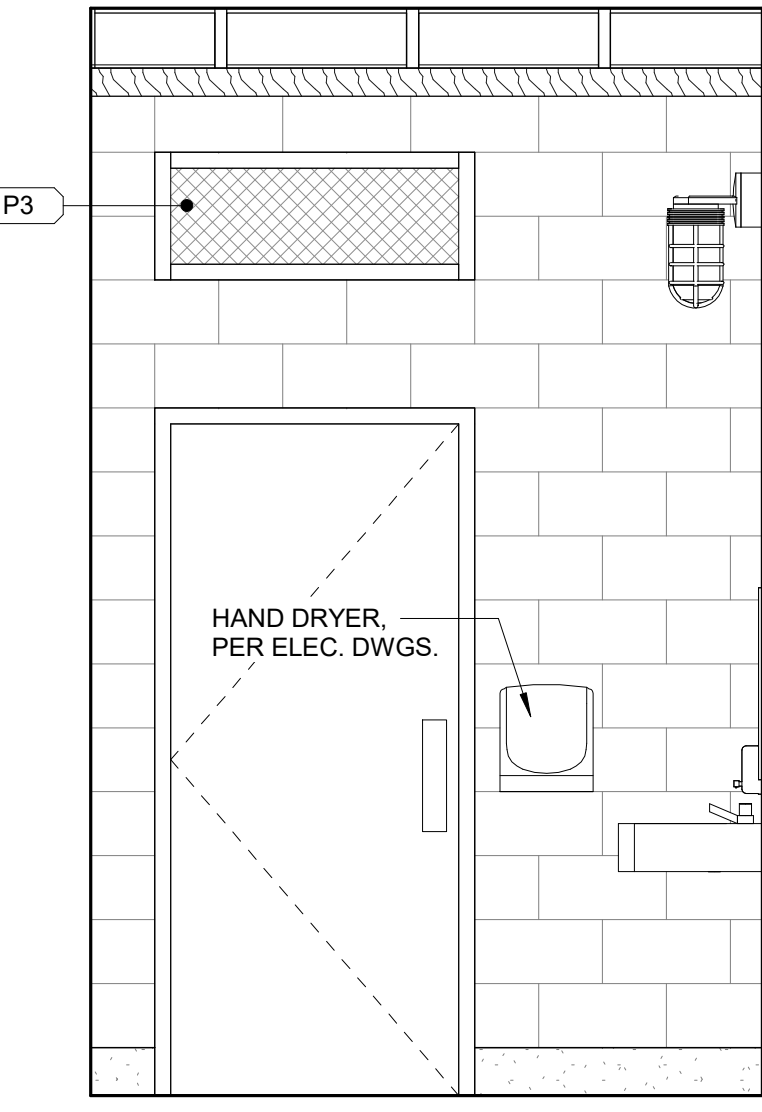
4 PIPE THRU WALL OR FOOTING
SCALE: 3" = 1'-0"



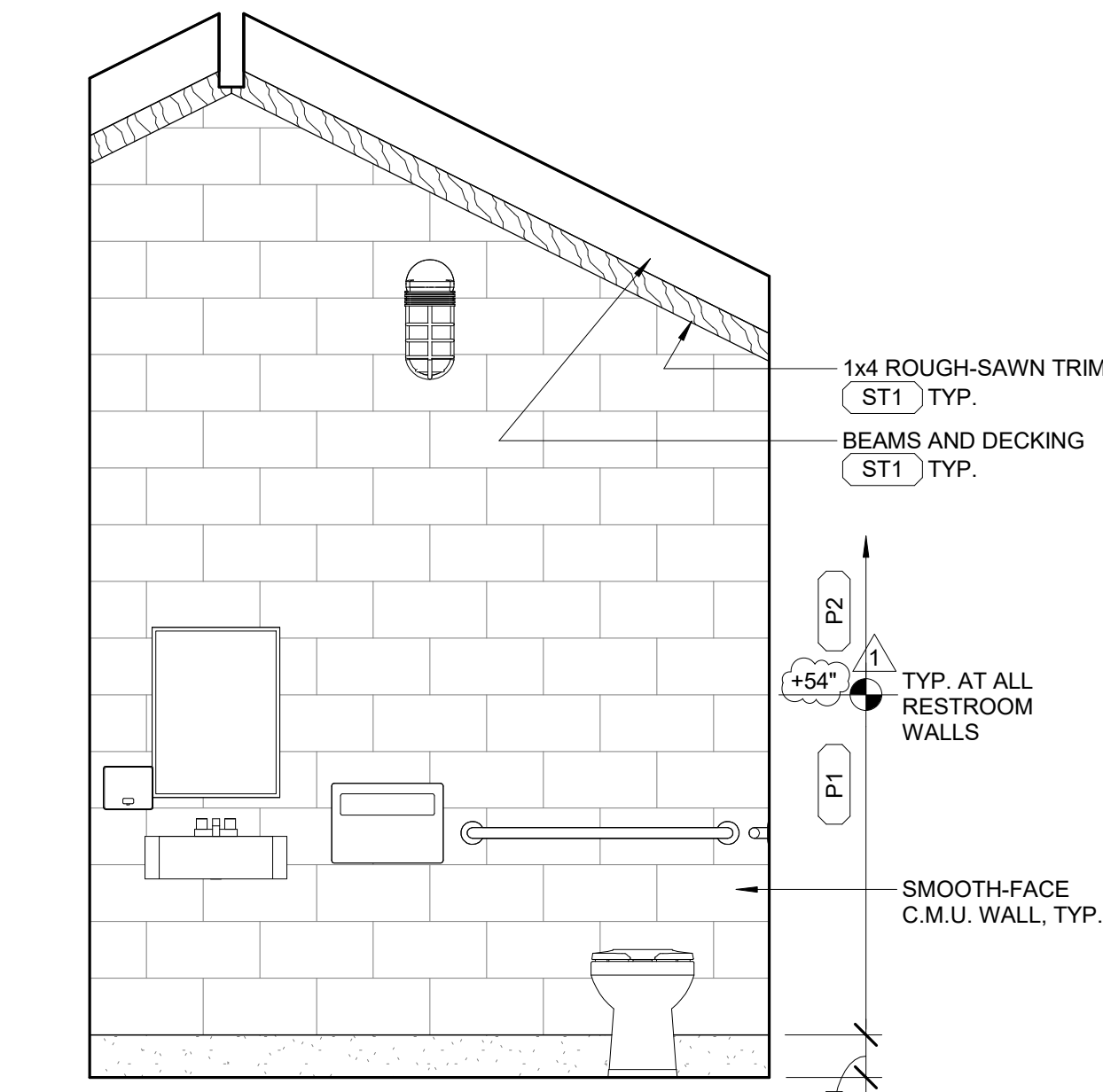
5 COVED CONC. BASE
SCALE: 3" = 1'-0"



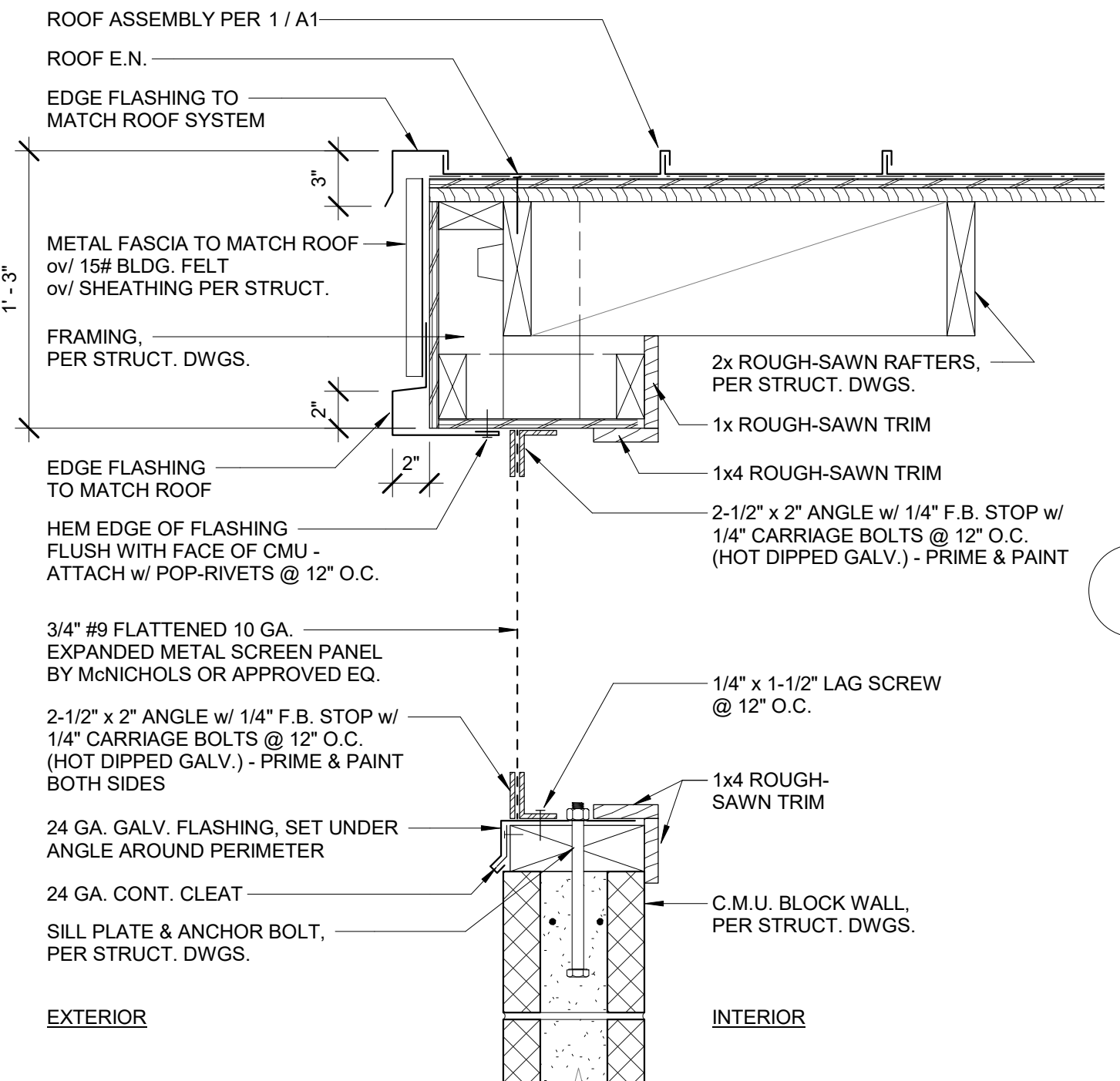
B TYP. RR. ELEV. - SIDE B
SCALE: 1/2" = 1'-0"



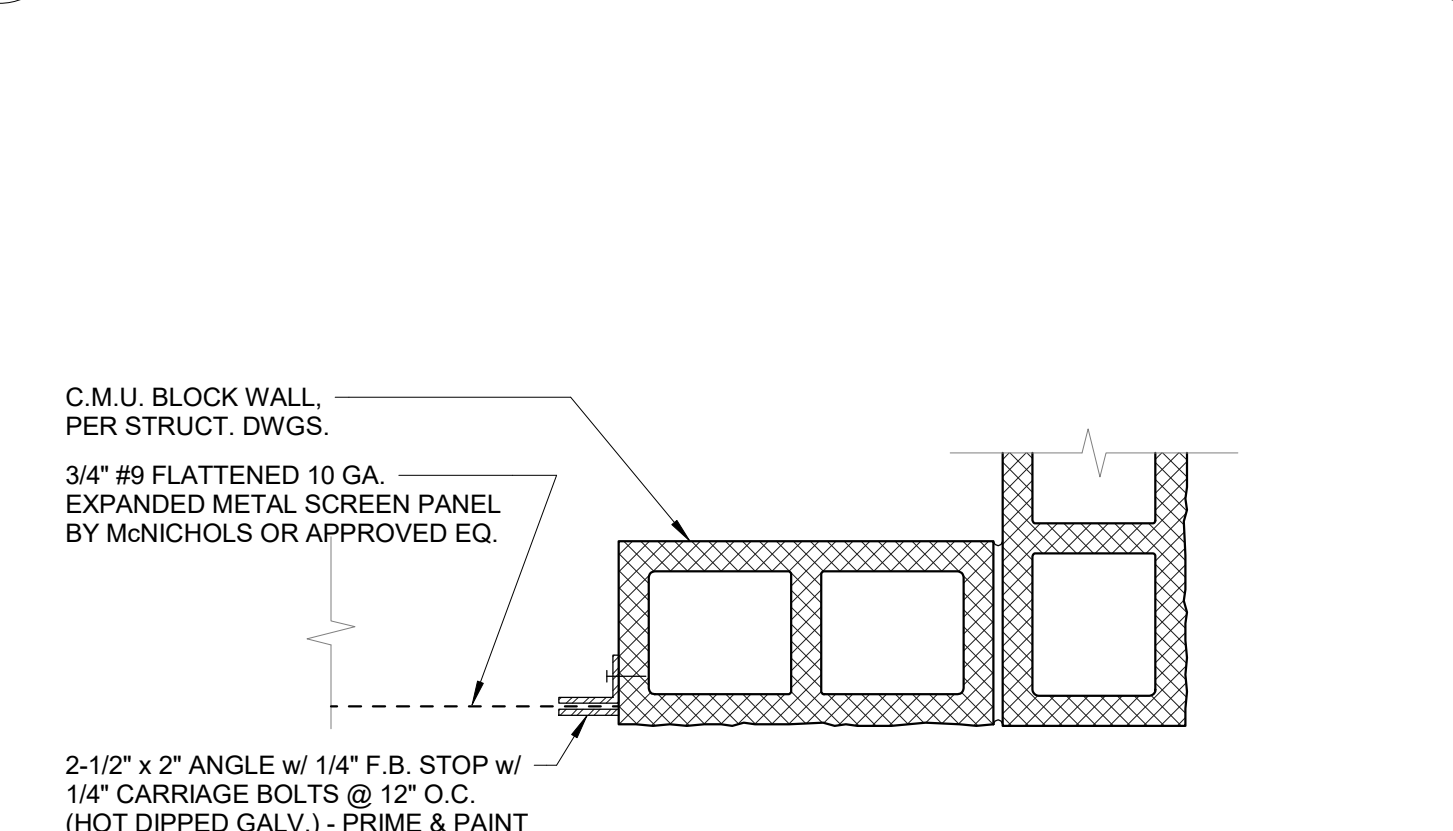
C TYP. RR. ELEV. - SIDE C
SCALE: 1/2" = 1'-0"



D TYP. R.R. ELEV. - SIDE D
SCALE: 1/2" = 1'-0"



6 VENT @ RAKE & SILL
SCALE: 1 1/2" = 1'-0"



7 VENT @ JAMB
SCALE: 1 1/2" = 1'-0"

A TYP. RR. ELEV. - SIDE A
SCALE: 1/2" = 1'-0"

STRUCTURAL ABBREVIATIONS:

@	AT	IBC	INTERNATIONAL BUILDING CODE
L (L)	ANGLE	ICBO	INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
ABV	ABOVE	ICC	INTERNATIONAL CODE COUNCIL
AC	ASPHALTIC CONCRETE	ID	INSIDE DIAMETER
ACI	AMERICAN CONCRETE INSTITUTE	IN (*)	INCH
ADDNL	ADDITIONAL	INTR	INTERIOR
AFB	ABOVE FINISH FLOOR	INFO	INFORMATION
AGG	AGGREGATE	JST	JOIST
AISC	AMERICAN INSTITUTE FOR STEEL CONSTRUCTION	JT	JOINT
AISI	AMERICAN IRON AND STEEL INSTITUTE	LG	LONG
ALT	ALTERNATE	LGTH	LENGTH
ALUM	ALUMINUM	LL	LIVE LOAD
APA	THE ENGINEERED WOOD ASSOCIATION	LLH	LONG LEG HORIZONTAL
APPROX	APPROXIMATE	LLV	LONG LEG VERTICAL
ARCH	ARCHITECT/ ARCHITECTURAL	LONG	LONGITUDINAL
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS	LRFD	LOAD AND RESISTANCE FACTOR DESIGN
ASD	ALTERNATE STRESS DESIGN	LS	LAG SCREW
AWS	AMERICAN WELDING SOCIETY	LSL	LAMINATED STRAND VENEER
BEV	BEVELED	LVL	LAMINATED VENEER LUMBER
BLW	BELOW	LW	LIGHT WEIGHT
BLDG	BUILDING	LWC	LIGHT WEIGHT CONCRETE
BLKG	BLOCKING	MAS	MASONRY
BM	BEAM	MAX	MAXIMUM
BN	BOUNDARY NAILING	MB	MACHINE BOLT
BC	BOTTOM CHORD	MCJ	MASONRY CONTROL JOINT
BOC	BOTTOM OF CONCRETE	MECH	MECHANICAL
BOF	BOTTOM OF FOOTING/ FOUNDATION	MEZZ	MEZZANINE
BTM	BOTTOM	MFR	MANUFACTURER
BRCG	BRACING	MIN	MINIMUM
BRG	BEARING	MISC	MISCELLANEOUS
BRG PL	BEARING PLATE	MLB	MICROLAM BEAM
BRKT	BRACKET	MRD	METAL ROOF DECK
BTWN	BETWEEN	MTL	METAL
BYD	BEYOND	(N)	NEW CONDITION
C	CALIFORNIA BUILDING CODE	NF	NEAR FACE
CC	CENTER TO CENTER	NHR	NO HOLD/DOWN REQUIRED
CE	CIVIL ENGINEER	NIC	NOT IN CONTRACT
CG	CENTER OF GRAVITY	NO (#)	NUMBER OR POUNDS
CIP	CAST IN PLACE	NOM	NOMINAL
CJ	CONSTRUCTION JOINT/ CONTROL JOINT	NSG	NON SHRINK GROUT
CLG	CEILING	NTS	NOT TO SCALE
CL (C)	CENTER LINE	NWC	NORMAL WEIGHT CONCRETE
CLR	CLEAR	O/	OVER
CMU	CONCRETE MASONRY UNIT	OC	ON CENTER
COL	COLUMN	OD	OUTSIDE DIAMETER
CONC	CONCRETE	OH	OPPOSITE HAND
CONN	CONNECTION	OPG	OPENING
CONT	CONTINUOUS	OSB	ORIENTED STRAND BOARD
CRSI	CONCRETE REINFORCING STEEL INSTITUTE	OWJ	OPEN WEB JOIST
CTR	COMPLETE PENETRATION	PC	PIECE/ PILE CAP
CTD	CENTERED	PCC	PRECAST CONCRETE
DBL	DOUBLE	PERP	PERPENDICULAR
DEPR	DEPRESSED	PL (P)	PLATE
DF	DOUGLAS FIR	PLWD	PLYWOOD
DIAM (Ø)	DIAMETER	PLF	POUNDS PER LINEAR FOOT
DIAG	DIAGONAL	PN	PERIMETER NAILING
DIM	DIMENSION	PSF	POUNDS PER SQUARE FOOT
DIR	DIRECTION	PSI	POUNDS PER SQUARE INCH
DL	DEAD LOAD	PSL	PARALLEL STRAND LUMBER
DN	DOWN	PTDF	PRESSURE TREATED/ POINT PRESSURE TREATED DOUG FIR
DSA	DIVISION OF THE STATE ARCHITECT	R	RADIUS
DTL	DETAIL	REINF	REINFORCING
DWG	DRAWING	REQ(D)	REQUIRE (REQUIRED)
(E)	EXISTING CONDITION	RET	REINFORCING
EA	EACH	RETN	RETAINING
EJ	EACH FACE	RS	ROUGH SAWN
EF	EXPANSION JOINT	SAD	SEE ARCHITECTURAL DRWG'S.
ELEV	ELEVATION	SC	SLIP CRITICAL
EN	EDGE NAIL	SCHED	SCHEDULE
EOS	EDGE OF SLAB	SCL	STRUCTURAL COMPOSITE LUMBER
EOR	ENGINEER OF RECORD	SE	STRUCTURAL ENGINEER
EQ (-)	EQUAL	SEIS JT	SEISMIC JOINT
ES	EACH SIDE	SHTG	SHEATHING
EW	EACH WAY	SIM	SIMILAR
EW EF	EACH WAY EACH FACE	SJ	SHRINKAGE JOINT
EB	EXPANSION BOLT	SLH	SHORT LEG HORIZONTAL
EXTR	EXTERIOR	SLV	SHORT LEG VERTICAL
FAB	FABRICATE	SM	SHEET METAL
fc	MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE	SMS	SHEET METAL SCREWS
FD	FLOOR DRAIN	SOG	SLAB ON GRADE
FFE	FINISH FLOOR ELEVATION	SP	STRUCTURAL PLYWOOD
FG	FINISH GRADE	SPEC	SPECIFICATION
FLG	FLAT HEAD WOOD SCREW	SQ	SQUARE
FLR	FLOOR	SS	STAINLESS STEEL
f'm	MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF MASONRY	STAG	STAGGER
FN	FIELD NAILING	STD	STANDARD
FND	FOUNDATION	STIFF	STIFFENER
FOC	FACE OF CONCRETE	STL	STEEL
FOM	FACE OF MASONRY	STRUC	STRUCTURAL
FOS	FACE OF STUD	SYM	SYMMETRICAL
FRMG	FRAMING	SW	SHEARWALL
FT ()	FOOT/FEET	T24	TITLE 24 CALIFORNIA CODE
FTG	FOOTING	THK	THICK/THICKNESS
Fy	SPECIFIED YIELD STRENGTH OF REINFORCING, PSI OR SPECIFIED MINIMUM YIELD STRESS OF STEEL, KSI	THRD	THREAD OR THREADED
GA	GALV	TN	TOE NAIL
GL	GALVANIZED	T&B	TOP AND BOTTOM
GLB	GLUE LAMINATED LUMBER	TC	TOP CHORD
GRD	GRADE	TOC	TOP OF CONCRETE
GT	GROUT	TOS	TOP OF FOOTING/ FRAMING
GWB	GYPSUM WALL BOARD	T.O.SLAB	TOP OF SLAB
HC	HANDICAP	TOT	TOTAL
HD	HOLD DOWN	TOW	TOP OF WALL
HDG	HOT DIPPED GALVANIZED	TRAN	TRANSVERSE
HDR	HEADER	TS	TUBE STEEL (SEE HSS)
HK	HOOK	TYP	TYPICAL
HORIZ	HORIZONTAL	UBC	UNIFORM BUILDING CODE
HT	HEIGHT	UNO	UNLESS NOTED OTHERWISE
HSB	HIGH STRENGTH BOLT (A325)	VERT	VERTICAL
HSS	HOLLOW STRUCTURAL SECTION	VIF	VERIFY IN FIELD
		W/	WITH
		WF	WIDE FLANGE
		WP	WORK POINT
		WS	WOOD SCREW
		WT	WEIGHT
		WWF	WELDED WIRE FABRIC

CONCRETE:

- CONCRETE CONSTRUCTION SHALL CONFORM TO TITLE 24, AND THE CODE, PER GENERAL NOTES.
- CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ASTM C94 AND ACI STANDARD 304. IN ADDITION, MAXIMUM FREE FALL OF CONCRETE SHALL BE 4'-0".
- ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY SUITABLE MEANS DURING PLACEMENT AND SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES AND INTO CORNERS OF FORMS.
- THE MINIMUM 28 DAY STRENGTH SHALL BE PER MIX DESIGN SCHEDULE.
- CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR II.
- FLY ASH SHALL CONFORM TO ASTM 618, CLASS N OR F.
- CONCRETE AGGREGATES: NATURAL SAND AND ROCK AGGREGATES SHALL CONFORM TO ASTM C33.
- MINERAL ADMIXTURES SHALL COMPLY WITH ASTM C618.
- LIQUID ADMIXTURES SHALL COMPLY WITH THE FOLLOWING:
 - WATER REDUCERS ASTM C494 TYPE A
 - MID-RANGE WATER REDUCERS ASTM C494 TYPE A & F
 - NON-CHLORIDE ACCELERATORS ASTM C494 TYPE C OR C & E
 - RETARDING ADMIXTURES ASTM C494 TYPE B OR B & D
- GENERAL:
 - NO PIPES OR DUCT SHALL BE PLACED IN CONCRETE SLABS OR WALLS UNLESS SPECIFICALLY DETAILED.
 - REFER TO ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS FOR ALL MOULDS, GROOVES, ORNAMENTS, CLIPS, ETC. TO BE CAST IN CONCRETE.
- ALL CONSTRUCTION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI 318-14 SECTION 26.5.6 AND THE TYPICAL CONSTRUCTION JOINT DETAILS SHOWN ON THE STRUCTURAL DRAWINGS. ALL SURFACES OF CONSTRUCTION JOINTS SHALL BE CLEANED TO REMOVE DUST, CHIPS, OR OTHER FOREIGN MATTER PRIOR TO PLACING THE ADJACENT CONCRETE. THE CONTRACTOR SHALL SUBMIT THE PROPOSED LOCATIONS OF CONSTRUCTION JOINTS TO THE ENGINEER FOR REVIEW BY THE STRUCTURAL ENGINEER BEFORE STARTING CONSTRUCTION.
- MAXIMUM SPACING OF CONSTRUCTION OR CONTROL JOINTS FOR A REINFORCED SLAB ON GRADE SHALL BE 20 FEET.
- REMOVE ALL DEBRIS AND EXCESS WATER FROM THE FORMS BEFORE PLACING ANY CONCRETE.
- REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED AND FREE OF EXCESSIVE SCALE, RUST, DIRT, GREASE, OIL OR ANY OTHER SUBSTANCES THAT WILL IMPAIR BOND WITH CONCRETE. OBTAIN APPROVAL OF ALL AFFECTED TRADES PRIOR TO PLACING CONCRETE.
- WALLS SHALL BE PLACED IN HORIZONTAL LAYERS OF 2'-0" MAXIMUM DEPTH.
- CONCRETE IN WALLS, PIERS OR COLUMNS SHALL SET AT LEAST 2 HOURS BEFORE PLACING CONCRETE IN BEAMS, SPANDRELS OR SLABS SUPPORTED THEREON.
- NO WOOD SPREADERS ALLOWED. NO WOOD STAKES ALLOWED IN AREAS TO BE CONCRETED. CONTRACTOR SHALL PREPARE AND SUBMIT CONCRETE MIX DESIGNS TO THE ARCHITECT/ ENGINEER OF RECORD FOR REVIEW PRIOR TO PLACEMENT OF ANY CONCRETE. CONCRETE MIX DESIGNS SHALL COMPLY WITH ACI 318-14 SECTION CHAPTER 5. CALCIUM CHLORIDE OR ADMIXTURES WHICH ADD CHLORIDES ARE NOT PERMITTED.
- NOTIFY THE ENGINEER OF RECORD & TESTING LABORATORY (AND BUILDING OFFICIAL WHEN REQUIRED) 2 BUSINESS DAYS PRIOR TO PLACING CONCRETE.
- CAST-IN-PLACE CONCRETE (NON-PRESTRESSED). THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - NO. 6 THROUGH NO. 18 BAR 2"
 - NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER 1 1/2"
 - CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
 - SLABS, WALLS, JOISTS:
 - NO. 14 AND NO. 18 BAR 1 1/2"
 - NO. 11 BAR AND SMALLER 3/4"
 - BEAMS, COLUMNS:
 - PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS 1 1/2"
 - CONCRETE TILT-UP PANELS CAST AGAINST A RIGID HORIZONTAL SURFACE, SUCH AS A CONCRETE SLAB, EXPOSED TO THE WEATHER:
 - NO. 8 AND SMALLER 1"
 - NO. 9 THROUGH NO. 18 2"
- REINFORCING BARS, SPLICES & DOWELS:
 - ALL BARS SHALL HAVE A CLASS B MINIMUM SPLICE LAP, UNO. SEE REBAR LAP SCHEDULE.
 - SPLICES IN ADJACENT BARS SHALL BE NOT LESS THAN 5'-0" APART.
 - DOWEL ALL VERTICAL REINFORCING IN WALLS AND COLUMNS FROM FOUNDATION WITH THE SAME TYPE REINFORCING.
 - SPLICE CONTINUOUS BARS IN SPANDRELS, GRADE BEAMS, WALL BEAMS, ETC. AS FOLLOWS:
 - TOP BARS AT MIDSPAN, BOTTOM BARS AT CENTERLINE SUPPORT UNO.
- HORIZONTAL WALL REINFORCING IN DOUBLE LAYER WALLS SHALL BE STAGGERED. USE #2 SPREADERS APPROXIMATELY EVERY THIRD INTERSECTION EACH DIRECTION FOR ALL DOUBLE LAYER WALLS.
- MINIMUM WALL REINFORCING SHALL BE:

WALL THICKNESS:	SINGLE LAYER	DOUBLE LAYER
7" OR LESS #4 @ 12" OC EA WAY	-	-
8" #4 @ 10" OC EA WAY	-	-
9" & 10" #4 @ 16" OC EA WAY	-	-
11" & 12" #4 @ 12" OC EA WAY	-	-
- REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 315.
- MORTAR SHALL BE TYPE S CONFORMING TO ASTM C91 AND CBC 2103.2. 1800 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH.
- FINAL PRODUCT AS INDICATED ON DRAWINGS SHALL COMPLY WITH THE FOLLOWING:
 - ALL CONCRETE SHALL HAVE A "CLASS B" FINISH PER ACI 347 WITH GRADUAL IRREGULARITIES LIMITED TO 1/4" IN 10'-0" AS MEASURED WITH A STRAIGHT EDGE.
 - SURFACE IRREGULARITIES ATTRIBUTABLE TO PLACEMENT AND CONSOLIDATION DEFICIENCIES AS DEFINED IN ACE 309.2R (E.G., BUG HOLES, HONEYCOMB, ETC.) WILL BE REVIEWED BY THE ARCHITECT AND ENGINEER. UNSATISFACTORY WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - GRADUAL SURFACE IRREGULARITIES SHALL NOT BE CUMULATIVE.

MIX DESIGN SCHEDULE:

TYPE	USE CLASS	STRENGTH F' _c MIN @ 28 DAYS (PSI)	CONCRETE UNIT WEIGHT (PCF)	MAX AGGREGATE SIZE (IN)	MAX ⁽¹⁾ SLUMP (IN)	MAX WATER TO CEMENT RATIO (%)	FLY ASH REPLACEMENT (%)
A	SLAB ON GRADE	3000	145	1"± 1/4"	4"±1"	0.50	25% MAX
B	FOUNDATIONS	3000	145	1"± 1/4"	4"±1"	0.50	25% MAX
C	WALLS	-	-	-	-	-	-
D	SLAB OVER METAL DECK	-	-	-	-	-	0
E	SITE	2500	145	1"± 1/4"	6"±1"	0.57	25% MAX
F	-	-	-	-	-	-	-

- FOOTNOTES:
- ADD WATER REDUCING ADMIXTURES PER SPECIFICATIONS FOR PLACING.
 - FOR HOT WEATHER CONCRETING REFER TO ACI 305R.
 - FOR COLD WEATHER CONCRETING REFER TO ACI 306R.
 - OTHER ADMIXTURES SHALL BE REVIEWED BY THE ENGINEER OF RECORD AND TESTING LABORATORY UPON CONCRETE MIX DESIGN SUBMITTAL.
 - SUMPS SHALL NOT EXCEED 8" +/- 1 1/2" WHEN USING MID-RANGE WATER REDUCERS.
 - ADDITIONAL WATER SHALL NOT BE ADDED TO THE CONCRETE ONCE THE TRUCK LEAVES THE BATCH PLANT.

INSPECTION NOTES:

- GENERAL:
- IN ADDITION TO THE INSPECTIONS REQUIRED BY SECTION 110 OF THE 2019 CBC, THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR TO PERFORM SPECIAL INSPECTIONS, TESTS & OBSERVATIONS AS INDICATED ON THE BUILDING DEPARTMENTS STATEMENT OF SPECIAL INSPECTION.
- INSPECTORS: ALL TESTS, INSPECTIONS AND OBSERVATIONS SHALL BE PERFORMED BY AN INDEPENDENT INSPECTION AGENCY WHICH IS IN THE EMPLOYMENT OF THE OWNER.
 - ALL SPECIAL INSPECTION & TESTING AGENCIES SHALL BE QUALIFIED PER ASTM E329 AND APPROVED BY THE BUILDING DEPARTMENT.
 - PROVIDE TEST, INSPECTION & OBSERVATION REPORTS TO THE BUILDING DEPARTMENT, OWNER, ARCHITECT AND ENGINEER WITHIN TWO WEEKS OF PERFORMANCE OF INSPECTIONS OR TEST.
 - IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO SEE THAT THE TESTS, INSPECTIONS AND OBSERVATIONS ARE PERFORMED. JOB SITE VISITS BY THE STRUCTURAL ENGINEER DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR INSPECTIONS.
 - WHERE THE CONTRACTOR CHOOSES TO USE OPTIONAL OR ALTERNATIVE MEANS OF FASTENING OR ANCHORING MATERIALS AS SHOWN ON THE PLANS AND DETAILS AND REQUIRES SPECIAL FIELD INSPECTION, SUCH AS FIELD WELDING, ADHESIVE OR EXPANSION ANCHORS, ETC. ALL ADDITIONAL SPECIAL INSPECTION AND TESTING COSTS SHALL BE PAID BY THE OWNER AND DEDUCTED FROM THE CONTRACTOR'S CONTRACT AMOUNT.
 - SCHEDULE OF SPECIAL INSPECTIONS:
 - CONVENTIONALLY REINFORCED CONCRETE
 - CONCRETE REINFORCEMENT
 - CONCRETE CAST IN PLACE STEEL ANCHORS
 - POST INSTALLED ANCHORS - INSTALLATION OF WEDGE ANCHORS AND EPOXY ANCHORS. PROVIDE TESTING WHERE SPECIFIED.
 - PERIODIC INSPECTION OF PLYWOOD NAILING WHERE NAIL SPACING IS 4" OC OR LESS FOR SHEARWALLS, ROOF DIAPHRAGMS AND FLOOR DIAPHRAGMS.
 - PERIODIC INSPECTION OF STRAPS, TOP PLATES AND HOLD DOWNS.

FOUNDATIONS:

- THE PRESUMPTIVE LOAD-BEARING VALUES ARE PER CBC TABLE 1806.2 WITH A "CLASS OF MATERIALS" TYPE S:
 - VERTICAL FOUNDATION PRESSURE = 1,500 PSF DL + LL AND 2,000 PSF DL + LL + SHORT TERM FORCES.
 - LATERAL BEARING PRESSURE = 100 PSF/FT BELOW NATURAL GRADE.
 - LATERAL SLIDING RESISTANCE = 130 PSF COHESION TIMES THE SURFACE CONTACT AREA.
- ALL SUBGRADE PREPARATION, SITEWORK, GRADING, UTILITY TRENCHING, ETC. SHALL BE DONE IN COMPLIANCE WITH THE CBC.
- A GEOTECHNICAL ENGINEER HIRED BY THE OWNER SHALL INSPECT THE EXCAVATIONS AND FOUNDATIONS PER THE ABOVE AND THE CONSTRUCTION DOCUMENTS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SHORE AND BRACE AS REQUIRED. SEE SAFETY NOTES FOR ADDITIONAL INFORMATION.
- ALL FOUNDATIONS ARE SHOWN AND DIMENSIONED AS BEING FORMED. FOUNDATIONS MAYBE PLACED IN NEAT EXCAVATIONS PROVIDED FOOTINGS ARE INCREASED 2" IN WIDTH, SEE TYPICAL EXCAVATION DETAIL.
- EXCAVATIONS SHALL BE CLEANED OF ALL DEBRIS AND LOOSE SOIL. STANDING WATER SHALL BE REMOVED PRIOR TO CONCRETE PLACEMENT.
- FOUNDATION DEPTHS INDICATED ON PLANS ARE MINIMUMS AND ARE FOR ESTIMATING PURPOSES. FINAL DEPTHS OF FOOTINGS MAY CHANGE AT THE TIME OF EXCAVATION.
- BOTTOMS OF ALL FOUNDATIONS SHALL BE LEVEL. CHANGES IN BOTTOM OF FOUNDATION ELEVATION SHALL BE MADE ACCORDING TO STEPPED FOOTING DETAILS.
- FOOTINGS SHALL BE CENTERED UNDER WALLS AND/OR COLUMNS UNLESS OTHERWISE INDICATED ON DRAWINGS.
- CONTRACTOR SHALL CHECK FOOTING FORMS TO VERIFY THAT THEY ARE SQUARE & PLUMB. THE CONTRACTOR SHALL ALSO VERIFY THAT ALL INSERTS & EMBEDS ARE IN THEIR CORRECT LOCATION & ORIENTATION PRIOR TO PLACING CONCRETE.
- NOTIFY THE STRUCTURAL ENGINEER 48 HOURS IN ADVANCE OF PLACING CONCRETE.
- FOOTING DEPTHS SPECIFIED ARE FROM LOWEST ADJACENT SUBGRADE, UNLESS NOTED OTHERWISE.

MASONRY NOTES:

- CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90-06b LIGHTWEIGHT WITH MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 1800 PSI ON AVERAGE NET AREA (F_m=1500 PSI).
- MORTAR SHALL BE TYPE S CONFORMING TO ASTM C91 AND CBC 2103.2. 1800 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH.
- GROUT SHALL CONFORM TO CBC 2103.3 WITH 2000 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH.
- REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 305.
- LAP ALL BARS 48 BAR DIAMETERS MINIMUM.
- BEFORE MASONRY IS PLACED ON CONCRETE, THOROUGHLY CLEAN CONCRETE OF ALL LAITANCE AND ALL LOOSE MATERIAL. CONCRETE SHALL BE ROUGHENED BY CHIPPING THE ENTIRE SURFACE, SANDBLASTING, OR HOISING THE SURFACE 4 TO 6 HOURS AFTER THE POUR WITH A FINE SPRAY.
- CONCRETE MASONRY UNIT AND SOLID SHELL HOLLOW BRICK UNITS SHALL BE BUILT TO PRESERVE THE UNOBSTRUCTED CONTINUITY OF THE VERTICAL CELLS. WALLS AND CROSS WEBS FORMING SUCH CELLS SHALL BE FULLY BEDDED IN MORTAR. ALL HEAD OR END JOINTS SHALL BE SOLIDLY FILLED WITH MORTAR FOR A DISTANCE 1/2" IN FROM THE FACE OF THE WALL OR UNITS NOR LESS THAN THE THICKNESS OF THE LONGITUDINAL FACE SHELLS.
- VERTICAL CELLS SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR UNOBSTRUCTED CONTINUOUS VERTICAL CELL MEASURING NOT LESS THAN 3"x3".
- CLEAN OUT OPENINGS SHALL BE PROVIDED AT THE BOTTOMS OF ALL CELLS TO BE FILLED AT EACH LIFT OR POUR OF GROUT WHERE SUCH LIFT OR POUR OF GROUT IS IN EXCESS OF 4'-0" IN HEIGHT. ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM INSIDE OF SUCH CELLS. THE CLEANOUTS SHALL BE SEALED AFTER INSPECTION AND BEFORE GROUTING.
- VERTICAL REINFORCING SHALL BE HELD IN POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS.
- WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED STOPPING THE POUR 1-1/2 INCHES BELOW THE TOP OF THE UPPERMOST UNIT.
- PLACE ALL HORIZONTAL BARS IN BOND BEAM UNITS. WHEN 2 BARS ARE USED, STAGGER LAPS 6'-0" MIN.
- PROVIDE DOWEL TO FOUNDATION OF EQUAL DIAMETER AND 48 BAR DIAMETER LAP AT EACH VERTICAL BAR IN WALLS. DOWELS TO BE STRAIGHT AND PLUMB.
- ALL CELLS SHALL BE GROUTED SOLID.
- ALL CONCRETE MASONRY UNITS SHALL BE OPEN END BOND BEAM UNITS.
- SPECIAL INSPECTION REQUIRED ON ALL MASONRY WALLS.
- ALL BOLTS SHALL BE GROUTED IN PLACE WITH AT LEAST 1 INCH OF GROUT BETWEEN THE BOLT AND THE MASONRY. BOLTS SHALL BE HEADED.
- CONCRETE MASONRY UNITS SHALL BE PLACED WITH COMMON BOND.
- CONSTRUCTION SHALL COMPLY WITH CBC 2104.5.
- ALL HORIZONTAL BARS SHALL HAVE STANDARD BENDS AT THE ENDS.
- VERTICAL CONTROL JOINTS SHALL BE SPACED AT 25'-0" MAXIMUM AND AS SHOWN ON THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR MAY CONSTRUCT MASONRY WALLS USING THE HIGH LIFT METHOD. CONSTRUCTION SHALL FULLY COMPLY WITH CBC 2104.1 CONCRETE MASONRY HIGH LIFT GROUTING METHOD. 2019 CBC, THE HIGH LIFT METHOD SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW AND ACCEPTANCE PRIOR TO ANY CONSTRUCTION TAKING PLACE.

GENERAL NOTES:

- ALL DRAWINGS ARE CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
- TYPICAL NOTES AND DETAILS SHALL APPLY UNLESS OTHERWISE SHOWN OR NOTED ON DRAWINGS.
- DETAILS OF CONSTRUCTION NOT FULLY SHOWN SHALL BE OF THE SAME NATURE AS SHOWN FOR SIMILAR CONDITION.
- ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
2019 CALIFORNIA BUILDING CODE, PART 2 TITLE 24 CCR 2019 EDITION AND LATEST REVISIONS REFERRED TO HERE AS "THE CODE", AND OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK, INCLUDING THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND SPECIFICATIONS.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK. IF CONFLICTS OCCUR BETWEEN DRAWINGS AND SPECIFICATIONS, THE MOST EXPENSIVE MATERIALS OR METHODS SHALL PREVAIL (FOR BIDDING). STRUCTURAL ENGINEER SHALL BE NOTIFIED OF CONFLICTS AND THAT PORTION OF WORK SHOULD NOT PROCEED UNTIL CONFLICT IS RESOLVED.
- SEE ARCHITECTURAL DRAWINGS FOR THE FOLLOWING:
 - SIZE AND LOCATION OF ALL DOOR AND WINDOW OPENINGS.
 - SIZE AND LOCATION OF ALL INTERIOR AND EXTERIOR NON-BEARING PARTITIONS.
 - SIZE AND LOCATION OF ALL CONCRETE CURBS, EQUIPMENT PADS, PITS, FLOOR DRAINS, SLOPES, DEPRESSED AREAS, CHANGE IN LEVEL, CHAMFERS, GROOVES, INSERTS, ETC.
 - SIZE AND LOCATION OF ALL FLOOR AND ROOF OPENINGS EXCEPT AS SHOWN.
 - FLOOR AND ROOF FINISHES.
 - DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.
- SEE MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THE FOLLOWING:
 - PIPE RUNS, SLEEVES, HANGERS, TRENCHES, WALL AND SLAB OPENINGS, ETC. EXCEPT AS SHOWN OR NOTED.
 - ELECTRICAL CONDUIT RUNS, BOXES, OUTLETS IN WALL OR SLABS.
 - CONCRETE INSERTS FOR ELECTRICAL, MECHANICAL OR PLUMBING FIXTURES.
- THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
- ASTM SPECIFICATIONS ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
- CONSTRUCTION MATERIAL SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF OR FLOOR. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD PER SQUARE FOOT. PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.
- HEAVY EQUIPMENT, CRANES AND MATERIAL STOCKPILES SHALL NOT BE LOCATED ON OR ADJACENT TO SHORING.
- SUBSTITUTIONS FOR STRUCTURAL MEMBERS, HARDWARE, OR DETAILS SHALL BE REVIEWED BY THE ARCHITECT AND STRUCTURAL ENGINEER AND APPROVED BY THE BUILDING DEPARTMENT. FOR A SUBSTITUTION TO BE REVIEWED THE CONTRACTOR SHALL AGREE & COMPLY WITH THE FOLLOWING:
 - THE CONTRACTOR SHALL BE BILLED ON A TIME AND MATERIALS BASIS FOR THE REVIEW OF THE SUBSTITUTION WITH NO GUARANTEE OF APPROVAL.
 - VERIFY THAT THE SUBSTITUTION DOES NOT AFFECT DIMENSIONS SHOWN ON DRAWINGS.
 - THE CONTRACTOR SHALL ALSO PAY FOR CHANGES TO THE DESIGN, WHICH INCLUDES BUT IS NOT LIMITED TO: ENGINEERING DESIGN, DETAILING, APPROVAL AGENCY PROCESS AND CONSTRUCTION COSTS CAUSED BY THE REQUESTED SUBSTITUTION.
 - THE PROPOSED SUBSTITUTION IS TO HAVE NO ADVERSE AFFECT ON OTHER TRADES, THE CONSTRUCTION SCHEDULE, OR THE SPECIFIED WARRANTY REQUIREMENTS.
- NO STRUCTURAL MEMBERS SHALL BE CUT, NOTCHED OR OTHERWISE PENETRATED UNLESS SPECIFICALLY APPROVED BY THE STRUCTURAL ENGINEER IN ADVANCE OR SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. DIMENSIONS AND ELEVATIONS MUST BE VERIFIED WITH ARCHITECTURAL DRAWINGS. IN THE EVENT OF A CONFLICT, THE STRUCTURAL ENGINEER AND ARCHITECT ARE TO BE NOTIFIED IMMEDIATELY. DRAWING SCALES GIVEN ARE APPROXIMATE - DO NOT SCALE PLANS OR DETAILS.
- SITE VISITS BY STRUCTURAL ENGINEER SHALL NOT BE IN LIEU OF INSPECTIONS.
- ALL DIMENSIONS AND ELEVATIONS OF THE EXISTING STRUCTURE WERE PROVIDED BY OTHERS AND ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS AND COORDINATE WITH ALL SUB-CONTRACTORS AND DISCIPLINES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND STRUCTURAL ENGINEER. FINISH ELEVATIONS AT ALL NEW FRAMING SHALL BE COORDINATED WITH THE EXISTING FRAMING SO ALL FINISHES ARE FLUSH.
- ALL FRAMING IN THE DOCUMENTS SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED AS EXISTING.

DESIGN CRITERIA:

- 2019 CALIFORNIA BUILDING CODE (CBC)
- LIVE LOADS
- ROOF LIVE = 20 PSF (REDUCIBLE)
- WIND (ASCE 7-16 SIMPLIFIED ANALYSIS)
- EXPOSURE C
- RISK CATEGORY II
- BASIC WIND SPEED = 95 MPH
- ROOF SLOPE: 6:12
- SEISMIC (ASCE 7-16 EQUIVALENT LATERAL FORCE PROCEDURE)
- RISK CATEGORY II
- le = 1.0
- SITE CLASS = D
- Ss = 0.439g SDS = 0.422g
- S1 = 0.220g SD1 = 0.220g
- SDC = D
- SPECIAL REINFORCED MASONRY SHEAR WALLS
- R = 5.0 Ωo = 2.5 Cd = 3.5
- FOUNDATIONS
- BEARING PRESSURE: 1,500 PSF DEAD PLUS LIVE
- 2,000 PSF TOTAL LOAD W/ SHORT TERM LOADS

SAFETY NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE PERTINENT SECTIONS OF THE "CONSTRUCTION SAFETY ORDERS" ISSUED BY THE STATE OF CALIFORNIA LATEST EDITION, AND ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
- THE STRUCTURAL ENGINEER DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS.
- THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING FOR VERTICAL AND/OR LATERAL LOADS, SHORING AND LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BRACING, SHORING, ETC. FOR ALL EXISTING AND NEW CONSTRUCTION FOR A COMPLETED PROJECT. THIS INCLUDES, BUT IS NOT LIMITED TO, THE INSTALLATION OF NEW FRAMING AND THE MODIFICATION OF THE EXISTING FRAMING.
- OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER WILL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.



WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

Standard Comfort
Station #2

Roseville, CA

WMB Project No. 20-086



PUBLISH HISTORY:

DATE	PURPOSE
05.13.21	100% CDs
08.11.21	PLAN REVIEW 1
08.11.21	COORDINATION



REVIEWED FOR CODE COMPLIANCE
BUILDING DIVISION
CONSTRUCTION DOCUMENTS
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STRUCTURAL NOTES

S0.2

NAILING NOTES & SCHEDULE:

- ALL NAILS FOR STRUCTURAL WORK SHALL BE COMMON STEEL WIRE NAILS. HOLES SHALL BE PRE-DRILLED WHERE NECESSARY TO PREVENT SPLITTING. NAILING NOT NOTED IN SCHEDULE OR ON DRAWINGS SHALL BE A MINIMUM OF TWO NAILS AT EACH CONTACT: 8d FOR 1x MATERIAL AND 16d FOR 2x MATERIAL.
- NAILS AND SPIKES USED IN WET OR EXTERIOR LOCATIONS SHALL BE HOT-DIPPED ZINC COATED GALVANIZED STEEL PER CBC SECTION 2304.10.5.3.
- FASTENERS FOR PRESSURE - PRESERVATIVE TREATED AND FIRE RETARDANT TREATED LUMBER SHALL BE HOT-DIPPED ZINC COATED GALVANIZED STEEL PER CBC SECTION 2304.10.5.1.
- PNEUMATIC FASTENERS INSTALLED IN SIMPSON HARDWARE SHALL BE APPROVED BY SIMPSON AND SEOR PRIOR TO INSTALLATION.
- PNEUMATIC FASTENERS TO BE INSTALLED INTO PLYWOOD SHEATHING SHALL BE SEOR APPROVED AND SHALL FALL WITHIN THE 10% TOLERANCE LIMIT FOR HAND DRIVEN NAILS PER ASTM F1667 FOR HEAD DIAMETER. ALL NAIL HEADS TO BE FULL ROUND HEADS.
- MINIMUM NAIL DIMENSIONS:

NAIL	SHANK DIAMETER	HEAD DIAMETER	LENGTH
8d	.131"	.281"	2 1/2"
10d	.148"	.312"	3"
16d	.162"	.344"	3 1/2"
20d	.192"	.406"	4"

MINIMUM NAILING SCHEDULE (UNO): (REFERENCE CBC TABLE 2304.10.1)			
DESCRIPTION OF BUILDING ELEMENTS:	NUMBER & TYPE OF FASTENER:	SPACING & LOCATION:	
ROOF:			
1. BLKG BTWN CEILING JSTS, RAFTERS OR TRUSSES TO TOP PL OR OTHER FRMG BLW BLKG BTWN RAFTERS OR TRUSS NOT AT THE WALL TOP PL TO RAFTER OR TRUSS	(3) 8d COMMON (2 1/2"x0.131"); OR (3) 3"x0.131" NAILS (2) 8d COMMON (2 1/2"x0.131"); OR (2) 3"x0.131" NAILS (2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	EACH END, TOENAIL	
FLAT BLKG TO TRUSS & WEB FILLER	16d COMMON (3 1/2"x0.162") @ 6" OC OR 3"x0.131" NAILS @ 6" OC	FACE NAIL	
2. CEILING JSTS TO TOP PL	(3) 8d COMMON (2 1/2"x0.131"); OR (3) 3"x0.131" NAILS (3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	EACH JOIST, TOENAIL	
3. CEILING JST NOT ATTACHED TO PARALLEL RAFTER, LAPS OF PARTITIONS (NO THRUST) (SEE SECTION 2308.7.3.1, TABLE 2308.7.3.1)	(3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	FACE NAIL	
4. CEILING JST ATTACHED TO PARALLEL RAFTER (HEEL JOINT) (SEE SECTION 2308.7.3.1, TABLE 2308.7.3.1)	PER TABLE 2308.7.3.1	FACE NAIL	
5. COLLAR TIE TO RAFTER	(3) 10d COMMON (3"x0.148"); OR (4) 3"x0.131" NAILS (3) 10d COMMON (3"x0.148"); OR (4) 3"x0.131" NAILS	FACE NAIL	
6. RAFTER OR ROOF TRUSS TO TOP PL (SEE SECTION 2308.7.5, TABLE 2308.7.5)	(3) 10d COMMON (3"x0.148"); OR (4) 3"x0.131" NAILS (2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	TOENAIL	
7. ROOF RAFTERS TO RIDGE VALLEY OR HIP RAFTERS; OR ROOF RAFTER TO 2-INCH RIDGE BEAM	(3) 10d COMMON (3 1/2"x0.148"); OR (4) 3"x0.131" NAILS	TOENAIL	
WALL:			
8. STUD TO STUD (NOT AT BRACED WALL PANELS)	16d COMMON (3 1/2"x0.162"); OR 3"x0.131" NAILS	24" OC FACE NAIL	
9. STUD TO STUD & ABUTTING STUDS AT INTERSECTING WALL CORNERS (AT BRACED WALL PANELS)	16d COMMON (3 1/2"x0.162"); OR 3"x0.131" NAILS	16" OC FACE NAIL	
10. BUILT-UP HEADER (2" TO 2" HEADER)	16d COMMON (3 1/2"x0.162")	12" OC FACE NAIL	
11. CONT HEADER TO STUD	(4) 8d COMMON (2 1/2"x0.131")	16" OC EACH EDGE, FACE NAIL	
12. TOP PL TO TOP PL	16d COMMON (3 1/2"x0.162"); OR 3"x0.131" NAILS	16" OC FACE NAIL	
13. TOP PL TO TOP PL, AT END JOINTS	(8) 16d COMMON (3 1/2"x0.162"); OR (12) 3"x0.131" NAILS	12" OC FACE NAIL	
14. BOTTOM PL TO JOIST, RIM JOIST, BAND JOIST OR BLOCKING (NOT AT BRACED WALL PANELS)	16d COMMON (3 1/2"x0.162"); OR 3"x0.131" NAILS	16" OC FACE NAIL	
15. BOTTOM PL TO JOIST, RIM JOIST, BAND JOIST OR BLOCKING (AT BRACED WALL PANELS)	(2) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	16" OC FACE NAIL	
16. STUD TO TOP OR BOTTOM PL	(4) 8d COMMON (2 1/2"x0.131"); OR (4) 3"x 0.131" NAILS (2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x 0.131" NAILS	TOENAIL	
17. TOP OR BOTTOM PL TO STUD	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	END NAIL	
18. TOP PL'S, LAPS AT CORNERS & INTERSECTIONS	(2) 16d COMMON (3 1/2"x0.162"); OR (3) 3"x0.131" NAILS	FACE NAIL	
19. 1" BRACE TO EACH STUD & PL	(2) 8d COMMON (2 1/2"x0.131"); OR (2) 3"x0.131" NAILS	FACE NAIL	
20. 1"x6" SHEATHING TO EACH BEARING	(2) 8d COMMON (2 1/2"x0.131")	FACE NAIL	
21. 1"x8" & WIDER SHEATHING TO EACH BEARING	(3) 8d COMMON (2 1/2"x0.131")	FACE NAIL	
FLOOR:			
22. JOIST TO SILL, TOP PL, OR GIRDER	(3) 8d COMMON (2 1/2"x0.131"); OR (3) 3"x0.131" NAILS	TOENAIL	
23. RIM JOIST, BAND JOIST, OR BLOCKING TO TOP PL, SILL OR OTHER FRAMING BELOW	8d COMMON (2 1/2"x0.131"); OR 3"x0.131" NAILS	6" OC TOENAIL	
24. 1"x6" SUBFLOOR OR LESS TO EACH JOIST	(2) 8d COMMON (2 1/2"x0.131")	FACE NAIL	
25. 2" SUBFLOOR TO JOIST OR GIRDER	(2) 16d COMMON (3 1/2"x0.162")	FACE NAIL	
26. 2" PLANKS (PLANK & BEAM - FLOOR & ROOF)	(2) 16d COMMON (3 1/2"x0.162")	EACH BEARING, FACE NAIL	
27. BUILT-UP GIRDERS AND BEAMS, 2" LUMBER LAYERS	20d COMMON (4"x0.192")	32" OC FACE NAILS AT T&B STAGGERED ON OPPOSITE SIDES	
	10d BOX (3"x0.128"); OR 3"x 0.131" NAILS	24" OC FACE NAILS AT T&B STAGGERED ON OPPOSITE SIDE	
	AND: (2) 20d COMMON (4"x0.192"); OR (3) 3"x 0.131" NAILS	ENDS AND AT EACH SPLICE, FACE NAIL	
28. LEDGER STRIP SUPPORTING JOISTS OR RAFTERS	(3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	EACH JOIST OR RAFTER, FACE NAIL	
29. JOIST TO BAND JOIST OR RIM JOIST	(3) 16d COMMON (3 1/2"x0.162"); OR (4) 3"x0.131" NAILS	END NAIL	
30. BRIDGING OR BLOCKING TO JOIST, RAFTER OR TRUSS	(2) 8d COMMON (2 1/2"x0.131"); OR (2) 3"x 0.131" NAILS	EACH END, TOENAIL	
WOOD STRUCTURAL PANELS (WSP), SUBFLOOR, ROOF AND INTERIOR WALL SHEATHING TO FRAMING AND PARTICLEBOARD WALL SHEATHING TO FRAMING ^a			
		EDGES (INCHES)	INTER-MEDIATE SUPPORTS (INCHES)
31. 3/8" - 1/2"	6d COMMON OR DEFORMED (2"x0.113") (SUBFLOOR AND WALL) 2 3/8"x0.113" NAILS (SUBFLOOR AND WALL)	6	12
	2 3/8"x0.113" NAILS (ROOF)	4	8
32. 19/32" - 3/4"	8d COMMON (2 1/2"x0.131"); OR 2 3/8"x0.113" NAILS	6	12
	8d COMMON (2 1/2"x0.131")	4	8
33. 7/8" - 1 1/4"	10d COMMON (3"x0.148")	6	12
WOOD STRUCTURAL PANELS, COMBINATION SUBFLOOR UNDERLAYMENT TO FRAMING			
36. 3/4" AND LESS	8d COMMON (2 1/2"x0.131")	6	12
37. 7/8" - 1"	8d COMMON (2 1/2"x0.131")	6	12
38. 1 1/8" - 1 1/4"	10d COMMON (3"x0.148")	6	12

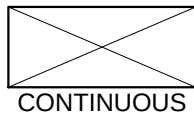
- NOTES:
- ALL SECTIONS AND TABLES NOTED ABOVE REFERENCE CBC, UNO.
- FOOTNOTES:
- NAILS SPACE AT 6 INCHES AT INTERMEDIATE SUPPORTS WHERE SPANS ARE 48 INCHES OR MORE. FOR NAILING OF WOOD STRUCTURAL PANEL AND PARTICLE BOARD DIAPHRAGMS AND SHEAR WALLS, REFER TO SECTION 2305. NAILS FOR WALL SHEATHING ARE PERMITTED TO BE COMMON, BOX OR CASING.
 - THIS SCHEDULE AND THE CEILING JOIST IS FASTENED TO THE TOP PLATE IN ACCORDANCE WITH THIS SCHEDULE, THE NUMBER OF TOENAILS IN THE RAFTER SHALL BE PERMITTED TO BE REDUCED BY ONE NAIL.

WOOD NOTES:

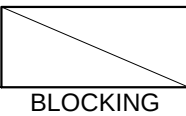
- ALL STRUCTURAL WOOD SHALL CONFORM WITH THE FOLLOWING SPECIFICATIONS:
 - DOUGLAS FIR- COAST REGION WEST COAST LUMBER INSPECTION BUREAU GRADING RULES #17.
 - REDWOOD CALIFORNIA REDWOOD ASSOCIATION GRADING RULES, 2000 EDITION.
 - GLUED LAMINATED BEAMS STANDARD SPECIFICATION FOR STRUCTURAL GLUE LAMINATED TIMBER, AITC 117.
 - SHEATHING APA VOLUNTARY PRODUCT STANDARD PS 2-10 FOR WOOD BASED STRUCTURAL USE PANELS.
 - ENGINEERED LUMBER WEYERHAEUSER MICROLAM LAMINATED VENEER LUMBER (LVL), ICC ESR-1387 WEYERHAEUSER PARALLAM (PSL), ICC ESR-1387
- MINIMUM GRADES SHALL BE:
 - STRUCTURAL FRAMING POSTS, HEADERS, BEAMS AND STUDS DF #1, ALL OTHER DF #2 UNO
CEILING JOISTS DF #2 & BLOCKING DF #2
ALL MEMBERS TO BE FREE OF HEART CENTER.
TYP. UNO
 - GLUED LAMINATED MEMBERS COMBINATION 24F-V4 FOR SIMPLE SPANS COMBINATION 24F-V8 FOR CANTILEVERS AND CONTINUOUS CONDITIONS.
WALL SHEATHING: 15/32" APA RATED SHEATHING EXP 1 (UNO), 5 PLY 32/16 OSB
19/32" APA RATED SHEATHING EXP 1, UNO, 5-PLY 40/20 OSB
23/32" APA RATED STURD-I-FLOOR EXP 1, UNO, 5-PLY 48/24 TONGUE AND GROOVE OSB
 - STRUCTURAL SHEATHING SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
EXP 1 (UNO), 5 PLY 32/16 OSB
19/32" APA RATED SHEATHING EXP 1, UNO, 5-PLY 40/20 OSB
23/32" APA RATED STURD-I-FLOOR EXP 1, UNO, 5-PLY 48/24 TONGUE AND GROOVE OSB
SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
Fb = 2600 PSI
Fv = 285 PSI
E = 1.96E PSI
 - FLOOR SHEATHING: SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
Fb = 2900 PSI
Fv = 290 PSI
E = 2.0E6 PSI
 - LVL SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
Fb = 2900 PSI
Fv = 290 PSI
E = 2.0E6 PSI
- PSL SHALL MEET THE FOLLOWING STRUCTURAL PROPERTIES:
Fb = 2900 PSI
Fv = 290 PSI
E = 2.0E6 PSI
- WALLS SHALL HAVE DOUBLE TOP PLATES, LAPPED AT WALL AND PARTITION INTERSECTION WITH 3-16d NAILS. SPLICE UPPER AND LOWER PLATES AS SHOWN IN TYPICAL WALL FRAMING DETAIL.
- PROVIDE SOLID BLOCKING BETWEEN JOISTS OR RAFTERS AT ALL SUPPORTS & AT 12" OC.
- WHEN TOP PLATES ARE NOTCHED OR BORED- SEE TYPICAL DETAIL.
- HOLES FOR BOLTS IN WOOD SHALL BE BORED WITH A BIT OF THE SAME NOMINAL DIAMETER AS THE BOLT + 1/16".
- LEAD HOLES FOR LAG SCREWS LOADED Laterally AND IN WITHDRAWAL SHALL BE BORED AS FOLLOWS TO AVOID SPLITTING OF THE WOOD MEMBER DURING CONNECTION FABRICATION:
 - THE CLEARANCE HOLE THE SHANK SHALL HAVE THE SAME DIAMETER AS THE SHANK, AND THE SAME DEPTH PENETRATION AS THE LENGTH OF UNTHREADED SHANK.
 - THE LEAD HOLE FOR THE THREADED PORTION SHALL HAVE A DIAMETER EQUAL TO 65% TO 85% OF THE SHANK DIAMETER IN WOOD WITH G > 0.6, 60% TO 75% IN WOOD WITH 0.5 < G < 0.6, AND 40% TO 70% IN WOOD WITH G < 0.5 AND A LENGTH EQUAL TO AT LEAST THE LENGTH OF THE THREADED PORTION. THE LARGER PERCENTILE IN EACH RANGE SHALL APPLY TO LAG SCREWS OF GREATER DIAMETERS.
- LAG SCREWS AND WOOD SCREWS SHALL BE SCREWED AND NOT DRIVEN INTO PLACE.
- ALL BOLTS AND LAG SCREWS SHALL BE PROVIDED WITH METAL WASHERS UNDER HEADS AND NUTS WHICH BEAR ON WOOD. APPLIES ALSO TO EXPANSION AND EPOXY ANCHORS.

BOLT-DIA	MALLEABLE IRON WASHER	STEEL WASHER	CARRIAGE BOLT-DIA	WROUGHT IRON WASHER
1/2"Ø	(2) 1/2"Øx1/4"	3"x3"x1/4"	1/2"Ø	3/4" (2" OD)
5/8"Ø	(2) 3/4"Øx5/16"	3"x3"x1/4"	5/8"Ø	7/8" (2 1/4" OD)
3/4"Ø	3"Øx7/16"	3"x3"x5/16"	3/4"Ø	1" (2 1/2" OD)
7/8"Ø	(3) 1/2"Øx7/16"	(3) 1/2"x3 1/2"x3/8"	7/8"Ø	(1) 3/8" (3" OD)
1"Ø	4"Øx1/2"	(3) 3/4"x3 3/4"x3/8"	1"Ø	(1) 1/2" (3 1/4" OD)
1 1/4"Ø	5"Øx5/8"	5"x5"x1/2"		

- ALL BOLTS AND LAG SCREWS SHALL BE TIGHTENED AT TIME OF INSTALLATION AND RE-TIGHTENED BEFORE CLOSING IN OR AT COMPLETION OF JOB.
- INSTALL ALL STRUCTURAL PLYWOOD ON ROOF AND FLOORS WITH FACE GRAIN PERPENDICULAR TO SUPPORTS.
- CROSS BRIDGING BETWEEN JOISTS OR RAFTERS- SEE FRAMING PLANS AND TYPICAL DETAIL.
- JOISTS UNDER AND PARALLEL TO NON-BEARING PARTITIONS SHALL BE DOUBLED AND NAILED TOGETHER.
- WHERE FRAMING HANGERS ARE REQUIRED AND ARE NOT SHOWN ON SECTIONS, DETAILS OR PLANS THE FOLLOWING SIMPSON HANGERS SHALL BE USED. SLOPE, SKEW, TURN IN FLANGES AND PROVIDE TOP FLANGE HANGERS AS REQUIRED:
 - 2X & 3X MEMBERS U HANGERS
 - 4X MEMBERS HU HANGERS
 - 6X MEMBERS HUTF HANGERS
 - I-JOIST MEMBERS MIT HANGERS
 - GLU LAM MEMBERS LEG HANGERS
- ALL METAL HARDWARE SHALL BE MANUFACTURED BY SIMPSON STRONG TIE COMPANY, OR APPROVED EQUAL. ALL ITEMS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- WOOD SYMBOLS:

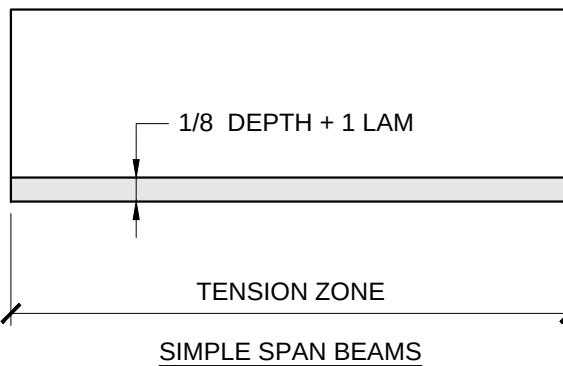


CONTINUOUS

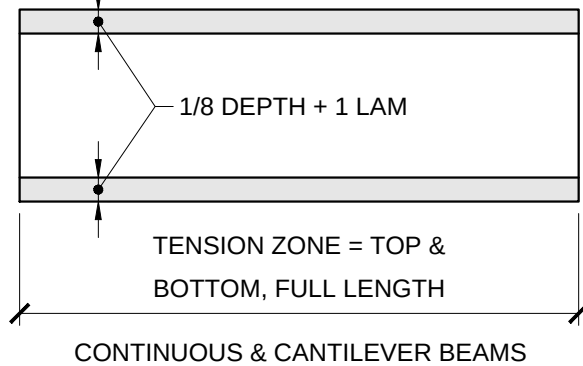


BLOCKING

- PROVIDE PLYWOOD EIGHT INCHES AROUND ALL OPENINGS AND BLOCK ALL UNSUPPORTED PLYWOOD EDGES.
- UPSET THREADS ON SILL BOLTS ARE NOT ALLOWED.
- ALL FRAMING LUMBER SHALL HAVE A MAXIMUM MOISTURE CONTENT OF 19% AT THE TIME OF INSTALLATION AND SHALL BE AT 19% MAXIMUM MOISTURE CONTENT (VERIFIED BY INSPECTOR OF RECORD) BEFORE BEING ENCLOSED BY INSULATION, GYPBOARD, OR OTHER SURROUNDING ARCHITECTURAL MATERIALS. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROVIDE LUMBER MEETING THESE CRITERIA.
- BOLTS ARE NOT TO BE INSTALLED IN LUMBER OVER 19% MOISTURE CONTENT.
- EDGE NAILING OF STRUCTURAL WALL SHEATHING TO THE SILL PLATE SHALL NOT OCCUR UNTIL ROOF FRAMING AND SHEATHING IS COMPLETE.
- ALL FASTENERS INTO PRESSURE TREATED WOOD SHALL BE HOT DIPPED GALVANIZED.
- ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
- GLUED LAMINATED MEMBERS:
 - ALL FLOOR BEAMS AND WALL HEADERS SHALL HAVE 3500 FT RADIUS CAMBER, UNO. ALL ROOF BEAMS SHALL HAVE 2000 FT RADIUS CAMBER, UNO.
 - TESTING & INSPECTION OF GLUED LAMINATED BEAMS SHALL BE IN ACCORDANCE WITH CBC SECTION 1704.2.5.
 - SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION OF GLUED LAMINATED MEMBERS. SHOP DRAWINGS SHALL INDICATE BEAMS AS SIMPLE OR CONTINUOUS.
 - APPEARANCE OF MEMBERS SHALL BE FRAMING OR INDUSTRIAL APPEARANCE EXCEPT MEMBERS IN EXPOSED ARCHITECTURAL APPLICATIONS SHALL BE ARCHITECTURAL APPEARANCE, UNO.
 - SHADED AREAS BELOW SHALL HAVE A 6" MIN JOINT SPACING IN ADJACENT LAMINATIONS.



SIMPLE SPAN BEAMS



CONTINUOUS & CANTILEVER BEAMS

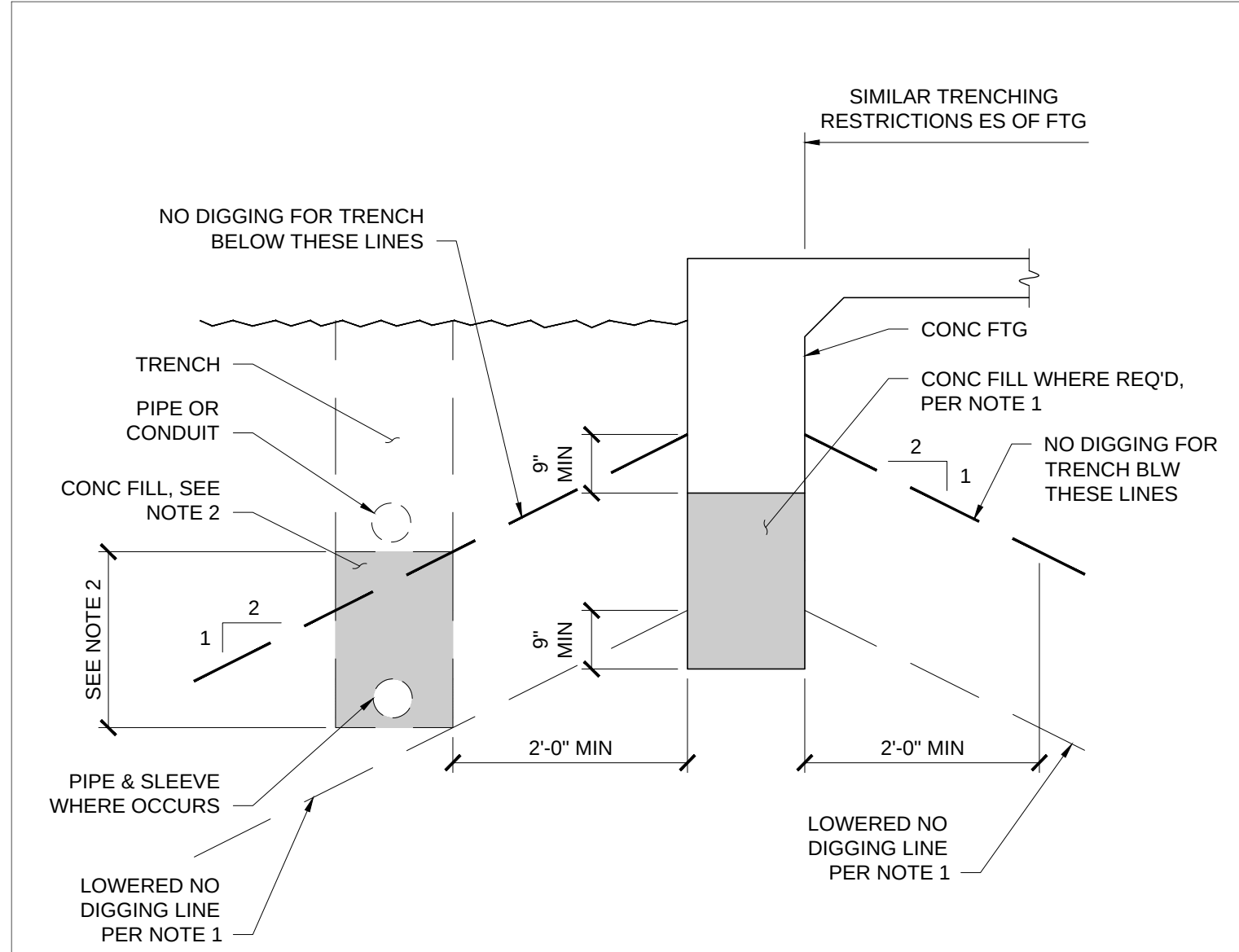
REINFORCING STEEL:

- REINFORCING SHALL CONFORM TO ASTM A615 - GRADE 60 UNO.
- NO REINFORCING BARS ARE TO BE WELDED UNLESS SPECIFICALLY DETAILED IN CONTRACT DOCUMENTS. ALL BARS SO DETAILED TO BE WELDED SHALL BE ASTM A706 BARS.
- ALL REBAR TO BE WELDED SHALL BE CONTINUOUSLY INSPECTED BY A QUALIFIED TESTING LABORATORY. CONTRACTOR MUST FURNISH TO THE LABORATORY MILL CERTIFICATES SHOWING CHEMICAL ANALYSIS. ALL PREHEATING AND WELDING SHALL BE DONE BY WELDERS CERTIFIED TO WELD REINFORCING BARS IN ACCORDANCE WITH AWS D1.4 STANDARDS (LATEST EDITION).
- E80xx ELECTRODE SHALL BE USED FOR ALL REBAR WELDING.
- TACK WELDING TO REBAR IS STRICTLY PROHIBITED.
- WIRE FABRIC SHALL CONFORM TO ASTM A185. WELDED WIRE FABRIC SHALL BE LAP SPLICED TWO SQUARES MIN EACH DIRECTION.
- REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED BEFORE PLACING CONCRETE OR GROUTING MASONRY. OBTAIN APPROVAL OF ALL AFFECTED TRADES PRIOR TO PLACING CONCRETE OR GROUTING MASONRY.
- DRILL THROUGH STEEL COLUMNS AND BEAMS TO PASS CONTINUOUS REINFORCING (1"Ø MAX) UNO.
- CONTRACTOR SHALL PROVIDE AN ALLOWANCE OF 2% OF THE BID FOR ALL REINFORCING STEEL TO BE USED AT THE DISCRETION OF THE STRUCTURAL ENGINEER. UNUSED AMOUNT TO REVERT TO THE OWNER UPON COMPLETION OF THE JOB.

REBAR LAP SCHEDULE:								
BAR SIZE	fc=2500 PSI		fc=3000 PSI		fc=3500 PSI		fc=4000 PSI	
	TOP BARS (IN)	OTHER BARS (IN)	TOP BARS (IN)	OTHER BARS (IN)	TOP BARS (IN)	OTHER BARS (IN)	TOP BARS (IN)	OTHER BARS (IN)
#3	25	19	23	18	21	16	20	15
#4	33	25	30	23	28	22	26	20
#5	41	32	37	29	35	27	33	25
#6	49	38	45	35	42	32	39	30
#7	59	49	54	43	51	40	47	37
#8	70	58	64	51	60	48	56	44
#9	82	69	76	61	70	58	67	53
#10	95	81	88	73	81	69	79	63
#11	110	94	102	85	94	81	92	74

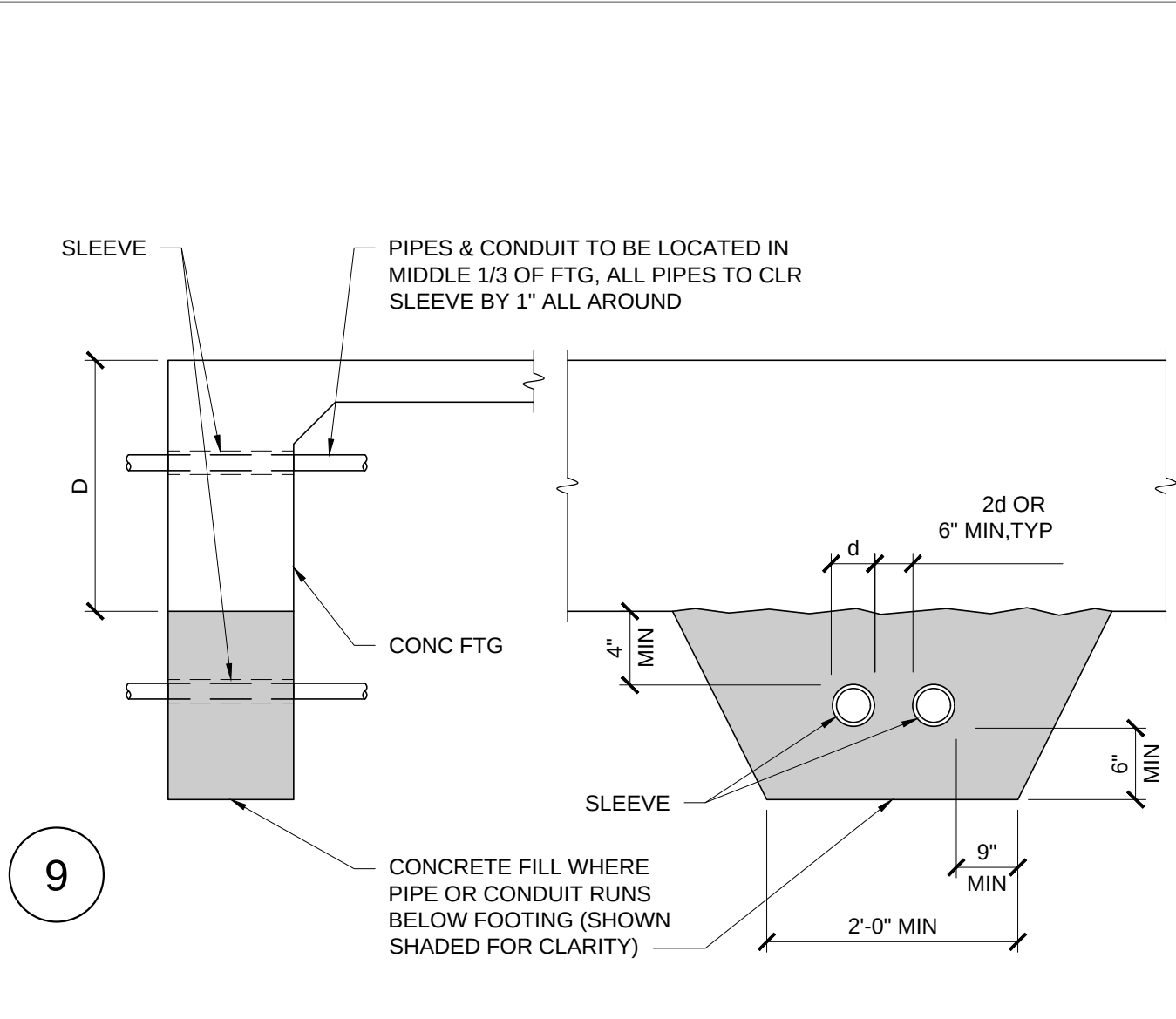
FOOTNOTES:

- LAP SPLICE LENGTHS ARE FOR GRADE 60 UNCOATED REINFORCING BARS.
- LAP SPLICE LENGTHS ARE FOR NORMAL WEIGHT CONCRETE. FOR LIGHTWEIGHT AGGREGATE CONCRETE (WT = 110 PCF) INCREASE LAP SPLICE BY 30%.
- LAP SPLICE LENGTHS ARE FOR CLASS B LAPS = 1.3 Ld.
- TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12 INCHES OF FRESH CONCRETE CAST BELOW THE BARS.
- ADJUST LAP SPLICE LENGTHS AS FOLLOWS:
 - FOR BARS AT BEAMS AND COLUMNS WITH COVER LESS THAN 1 BAR DIAMETER OR WITH CLEAR SPACING LESS THAN 2 BAR DIAMETERS, INCREASE LAP SPLICE BY 50%.
 - FOR BARS AT ALL OTHER CONDITIONS WITH COVER LESS THAN 1 BAR DIAMETER OR WITH CLEAR SPACING LESS THAN 3 BAR DIAMETERS, INCREASE LAP SPLICE BY 50%.
- ALL LAP SPLICES SHALL BE CLASS B, UNO



PIPES & CONDUIT PARALLEL TO FOOTING

- NOTES:
1. WHERE TRENCH OCCURS BELOW "NO DIGGING LINE" (SHOWN AS HEAVY DASHED LINE), LOWER BOTTOM OF FOOTING WITH CONCRETE FILL TO LOWER NO DIGGING LINE AS REQ'D (SHOWN LT DASHED LINE).
 2. IN LIEU OF LOWERING BOTTOM OF FOOTING WHERE TRENCH OCCURS BELOW NO DIGGING LINE, FILL PORTION OF TRENCH BELOW NO DIGGING LINE W/ CONCRETE FILL PRIOR TO EXCAVATING FOOTING. PROVIDE SLEEVE W/ 1" CLR AROUND PIPE ENCASED IN CONCRETE.
 3. SEE PIPES PERPENDICULAR TO FOOTING FOR ADDITIONAL NOTES.

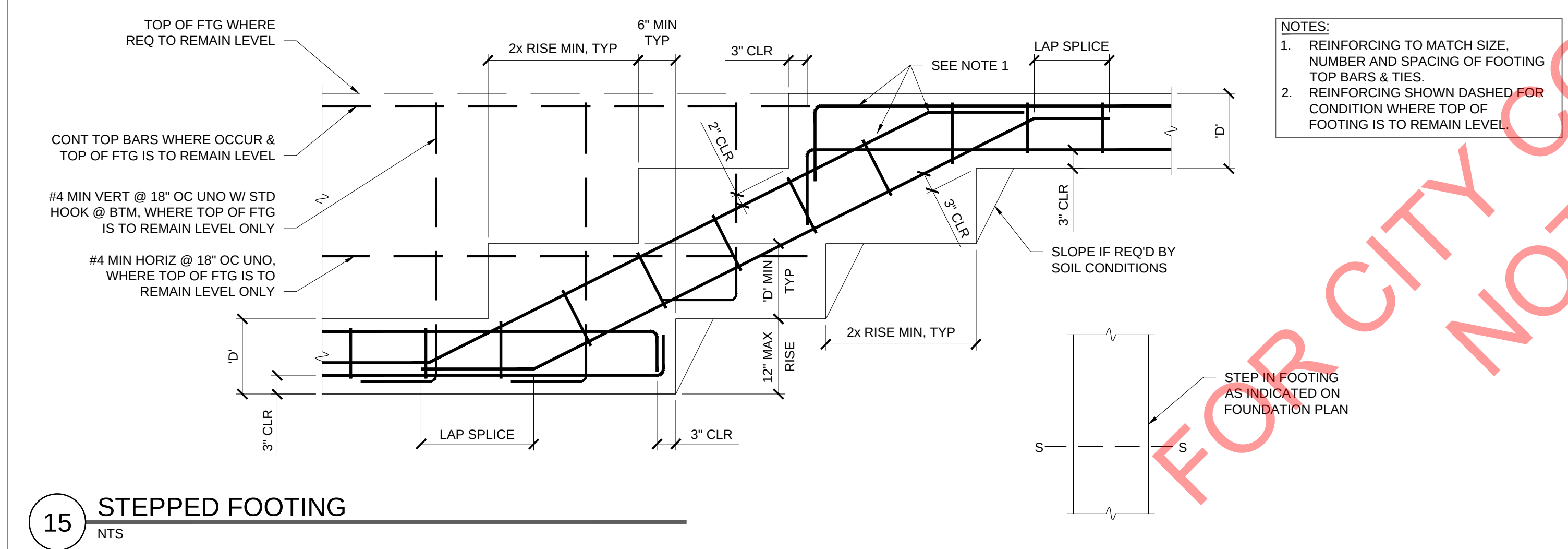


PIPES & CONDUIT PERPENDICULAR TO FOOTING

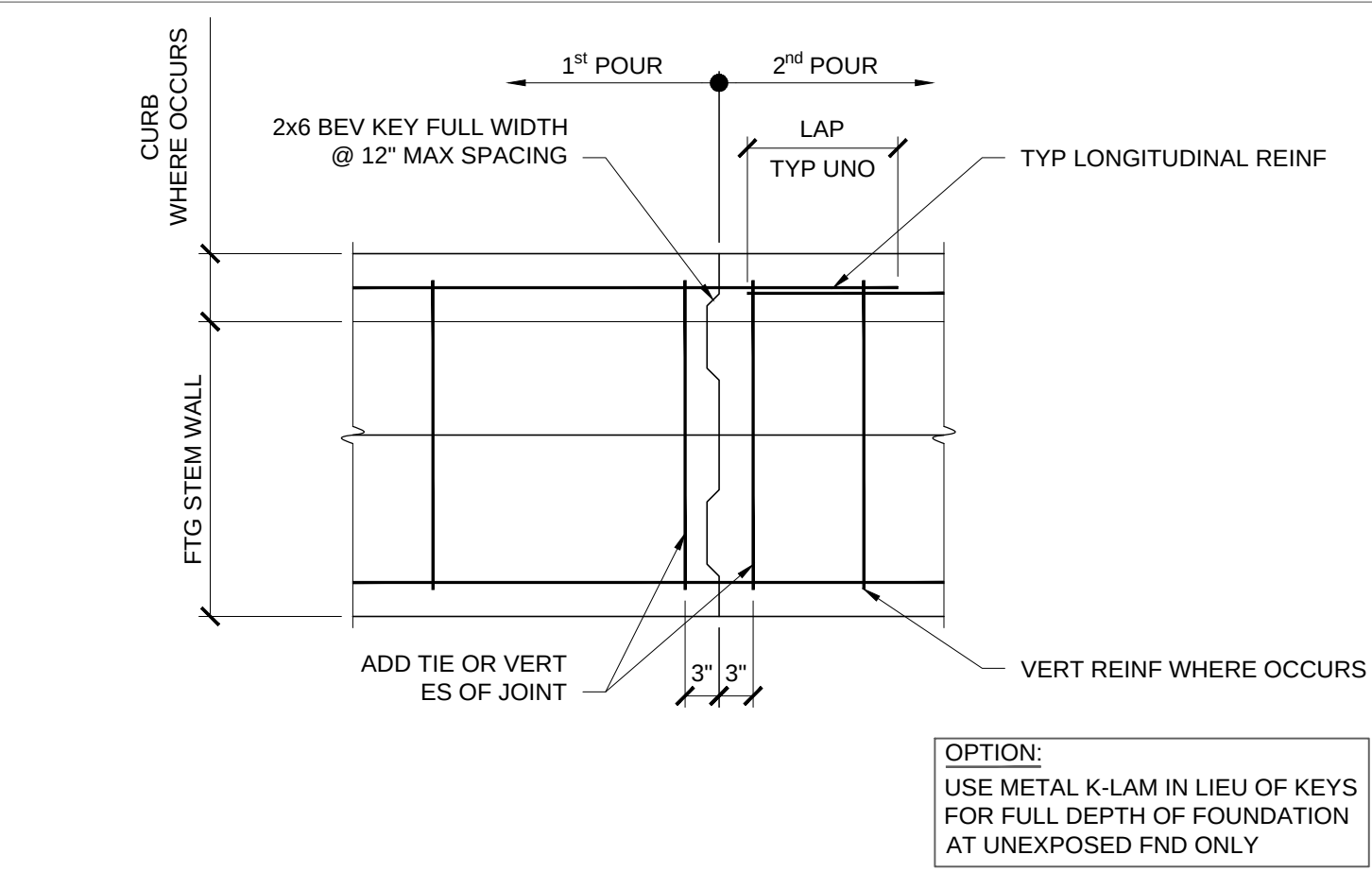
- NOTES:
1. CONCRETE FILL SHALL HAVE f'_c @ 28 DAYS > 3000 PSI.
 2. CONCRETE FILL TO BE SAME WIDTH AS FTG AND FULL WIDTH OF PIPE TRENCH. STEP FTG IF PIPE IS MORE THAN 2'-6" BLW BTM OF FTG.
 3. NO PIPE SHALL BE PLACED BLW SPREAD FTGS, TYPICAL.
 4. IF PIPE IS IN PLACE PRIOR TO CASTING CONCRETE, WRAP PIPE W/ 1" THICK GLASS WOOL INSULATION IN LIEU OF SLEEVE.
 5. PROVIDE 2" CLR MINIMUM, BTWN PIPES OR CONDUIT & REINFORCING.
 6. NO PIPES UNDER PRESSURE ALLOWED WITHIN FTG IN LONGITUDINAL DIRECTION.
 7. CONDUITS WITHIN FTG SHALL BE LOCATED SUCH THAT VERTICAL RISERS DO NOT CROSS ADJACENT HORIZONTAL CONDUIT. MINIMUM COVER SHALL BE 1 1/2" AND 2d MINIMUM SEPARATION.

14 PARALLEL TO FOOTING
PIPE & CONDUIT DETAILS
NTS

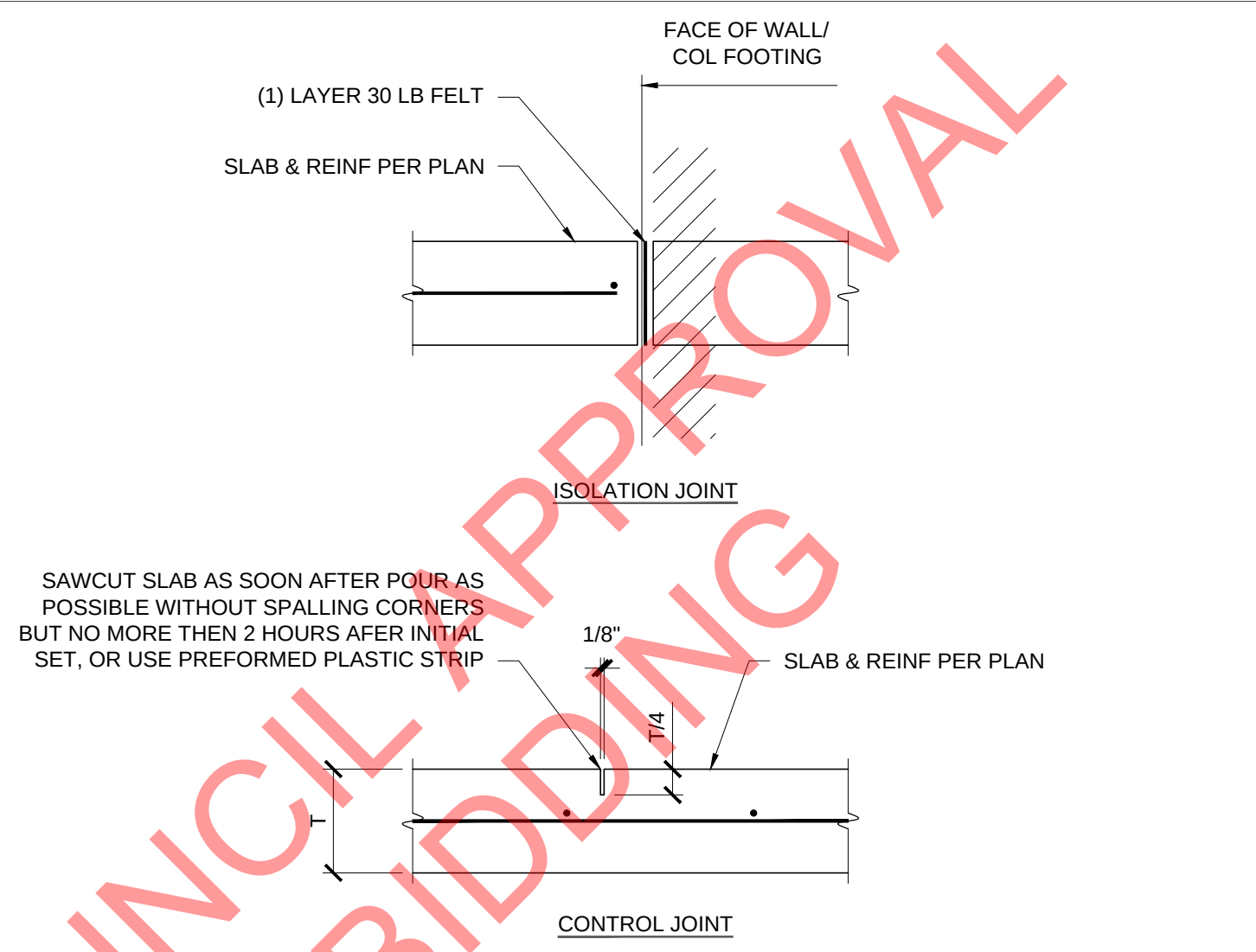
9 PERPENDICULAR TO FOOTING
PIPE & CONDUIT DETAILS
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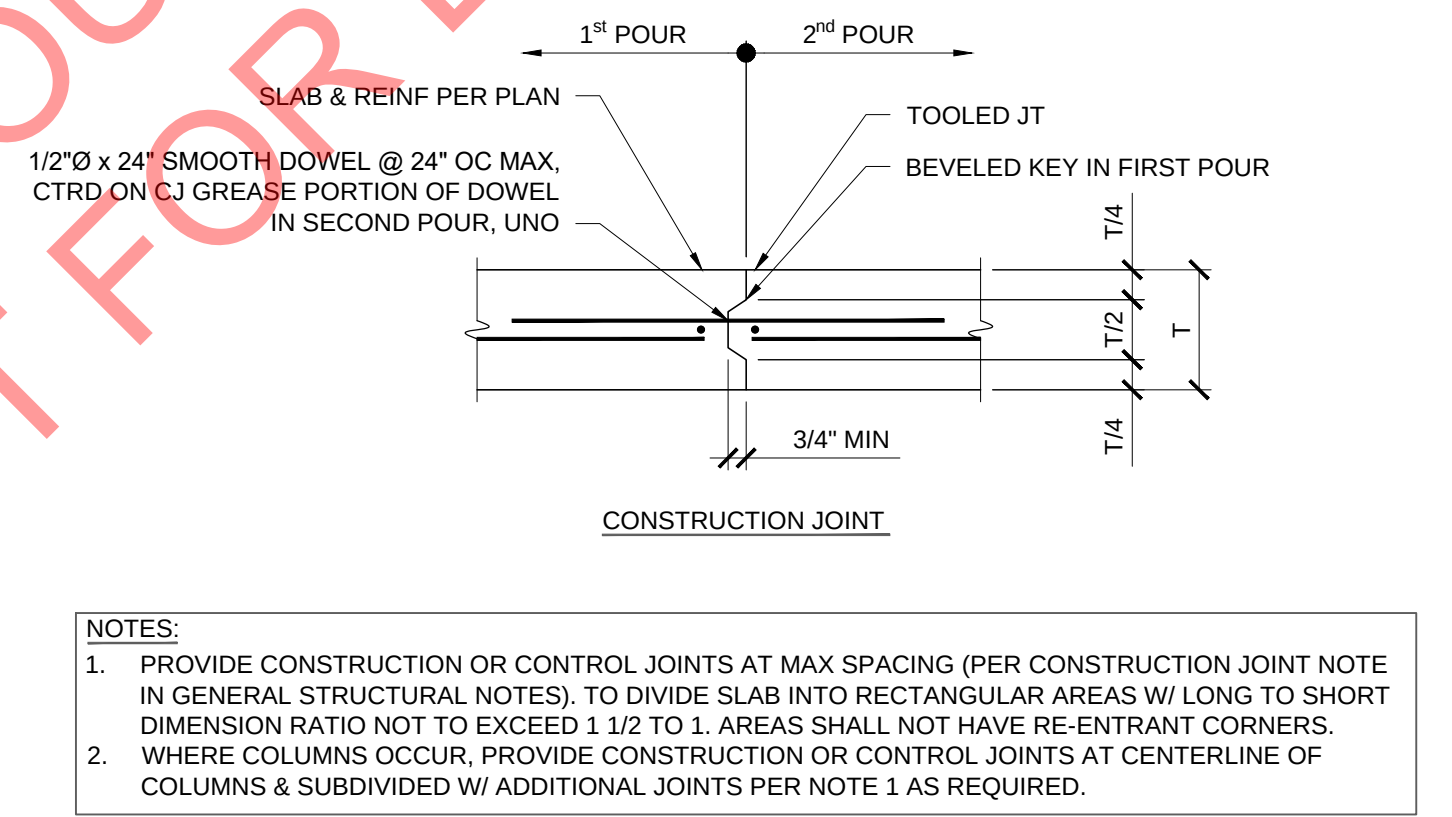
15 STEPPED FOOTING
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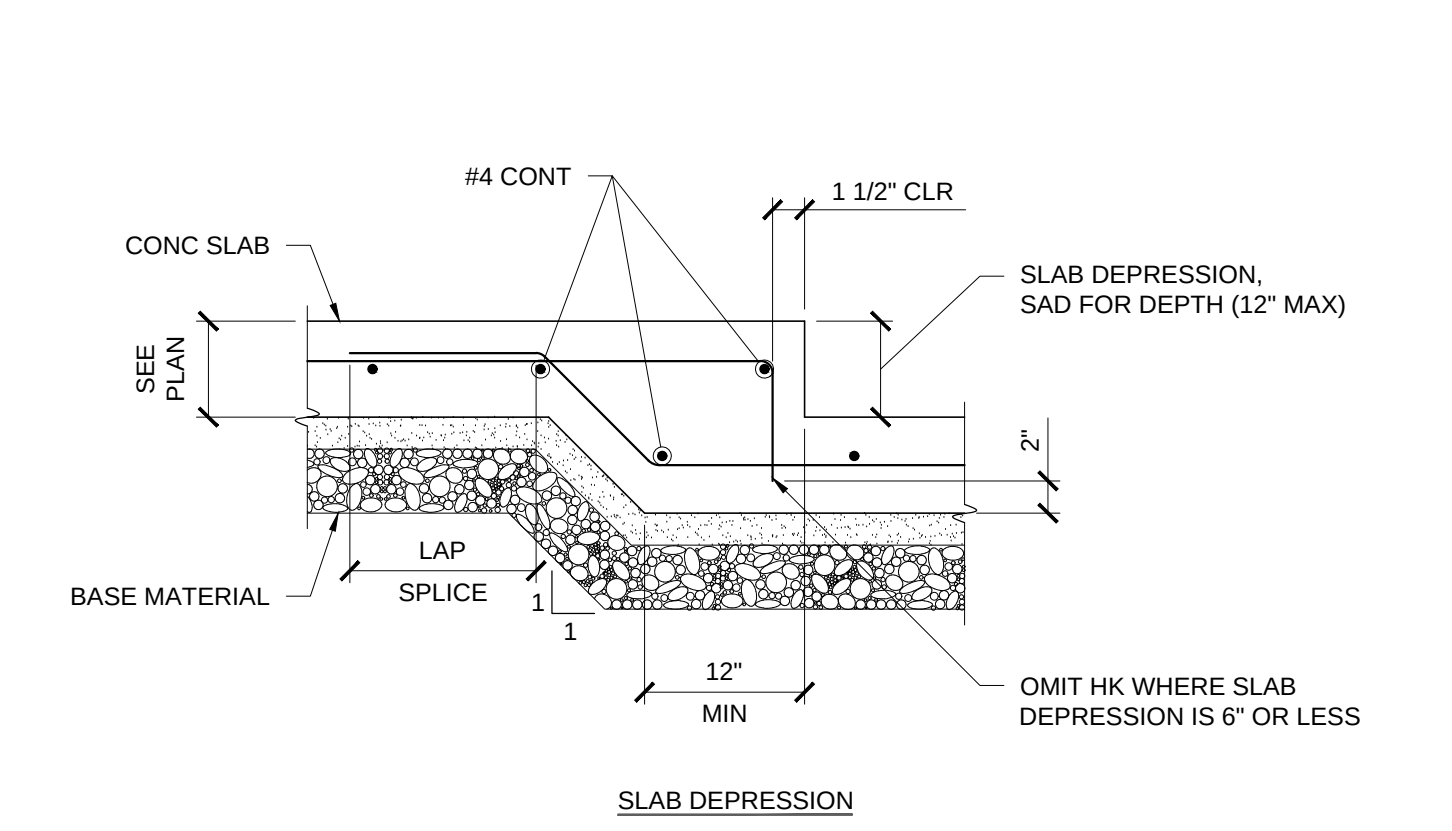
5 FOOTING CONSTRUCTION JOINT
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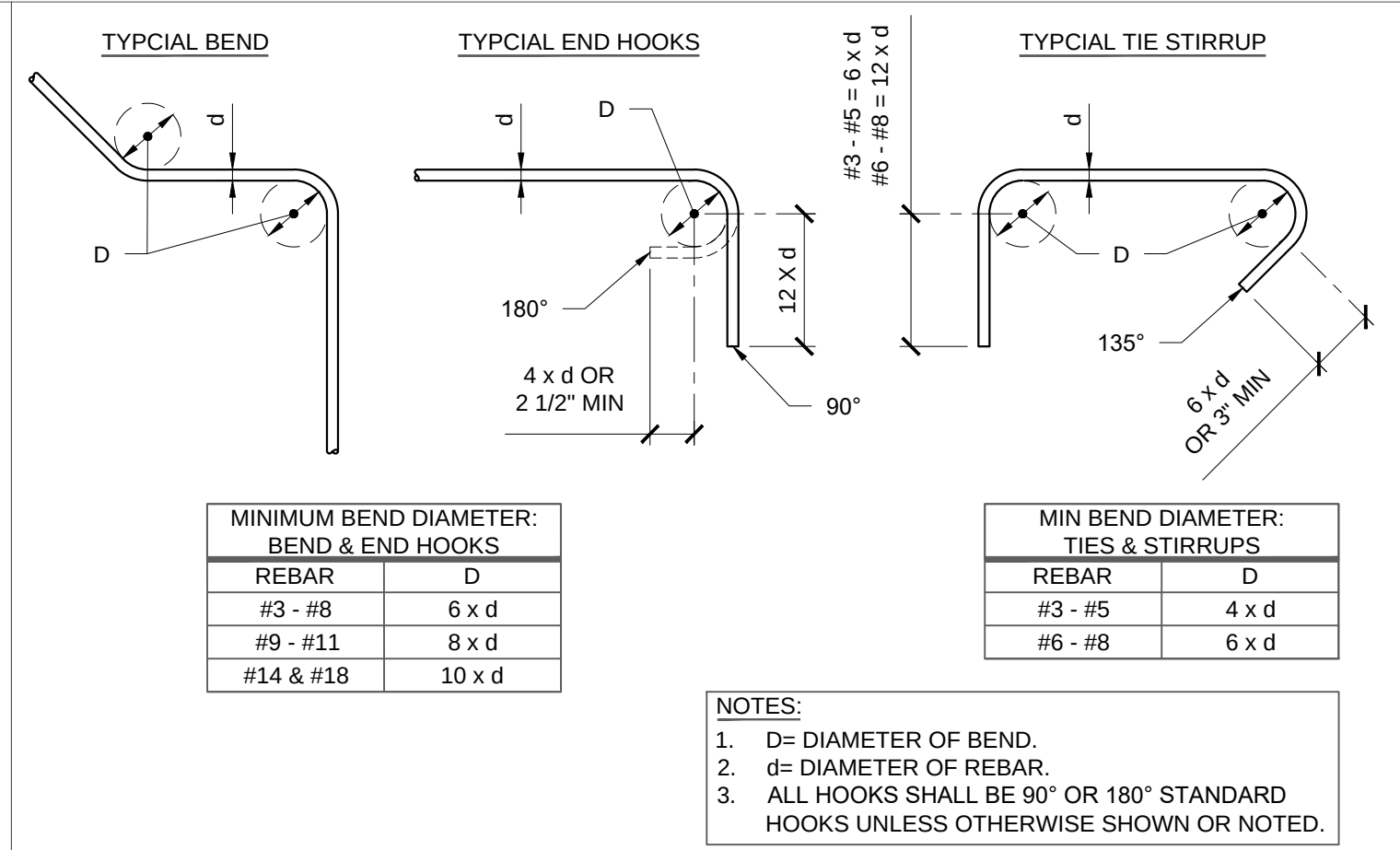
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PIPE & CONDUIT DETAILS
NTS



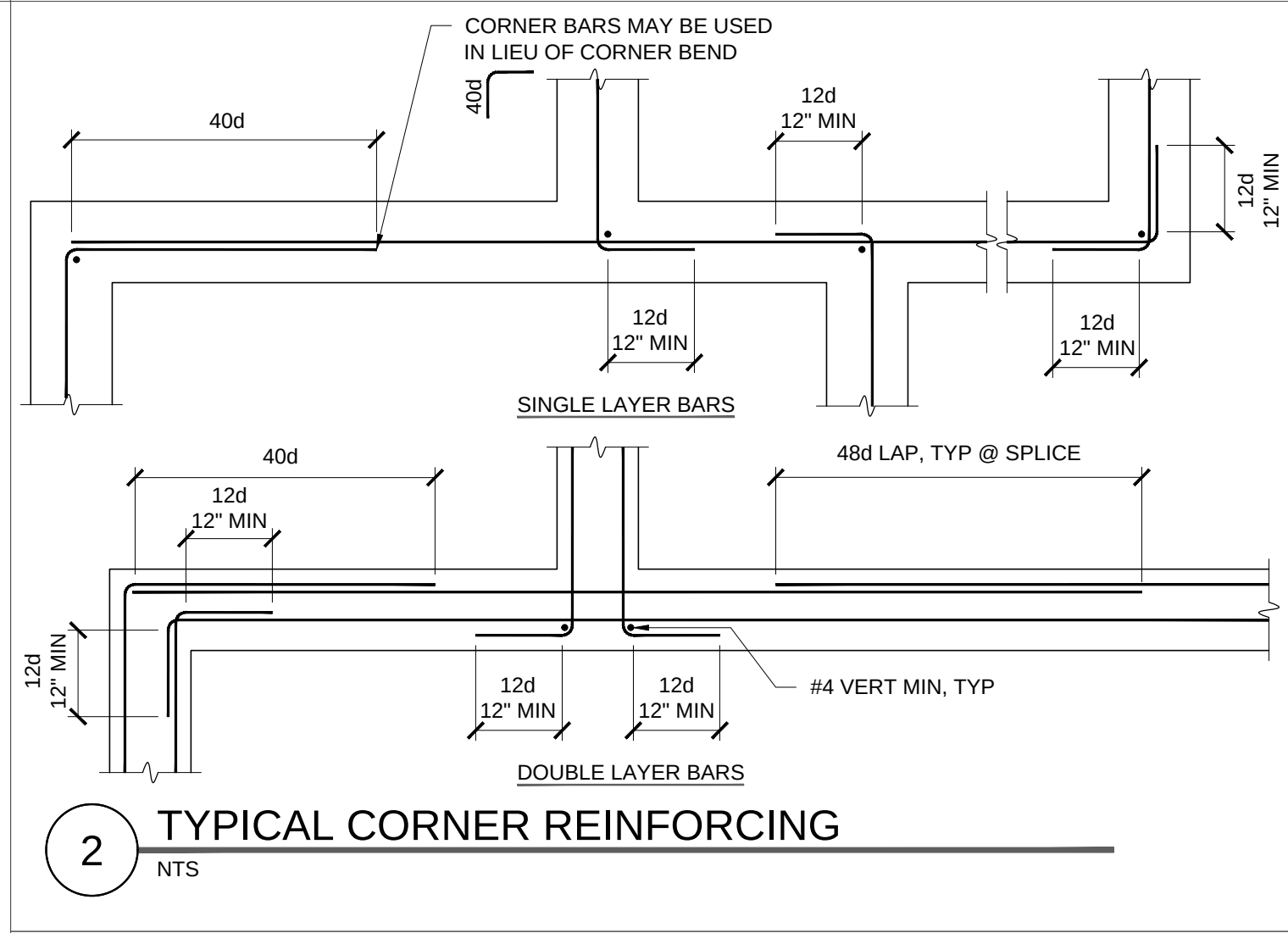
7 MILD STEEL REINFORCEMENT
SLAB JOINTS
NTS



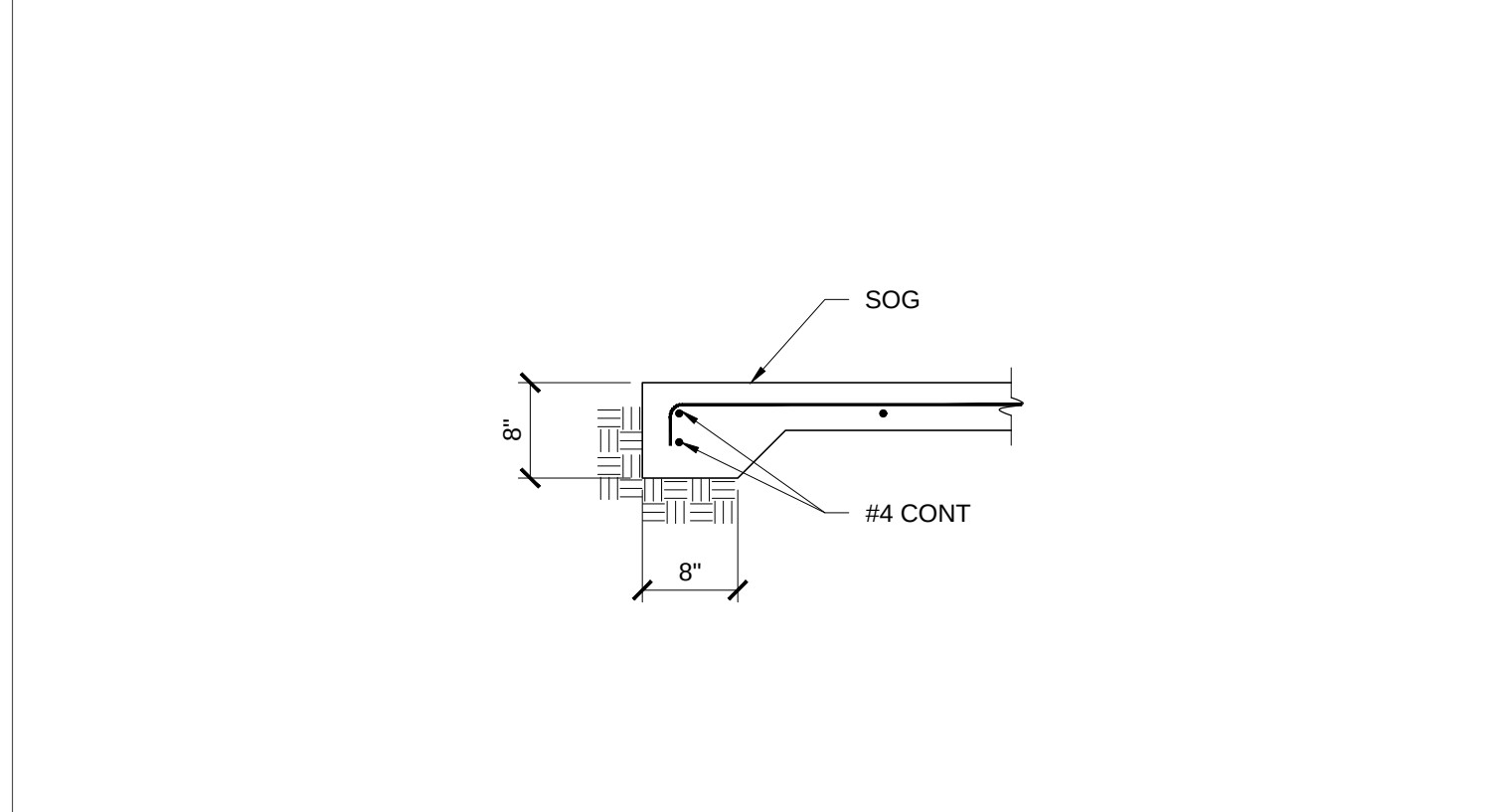
8 RECESSED SLAB
DETAIL
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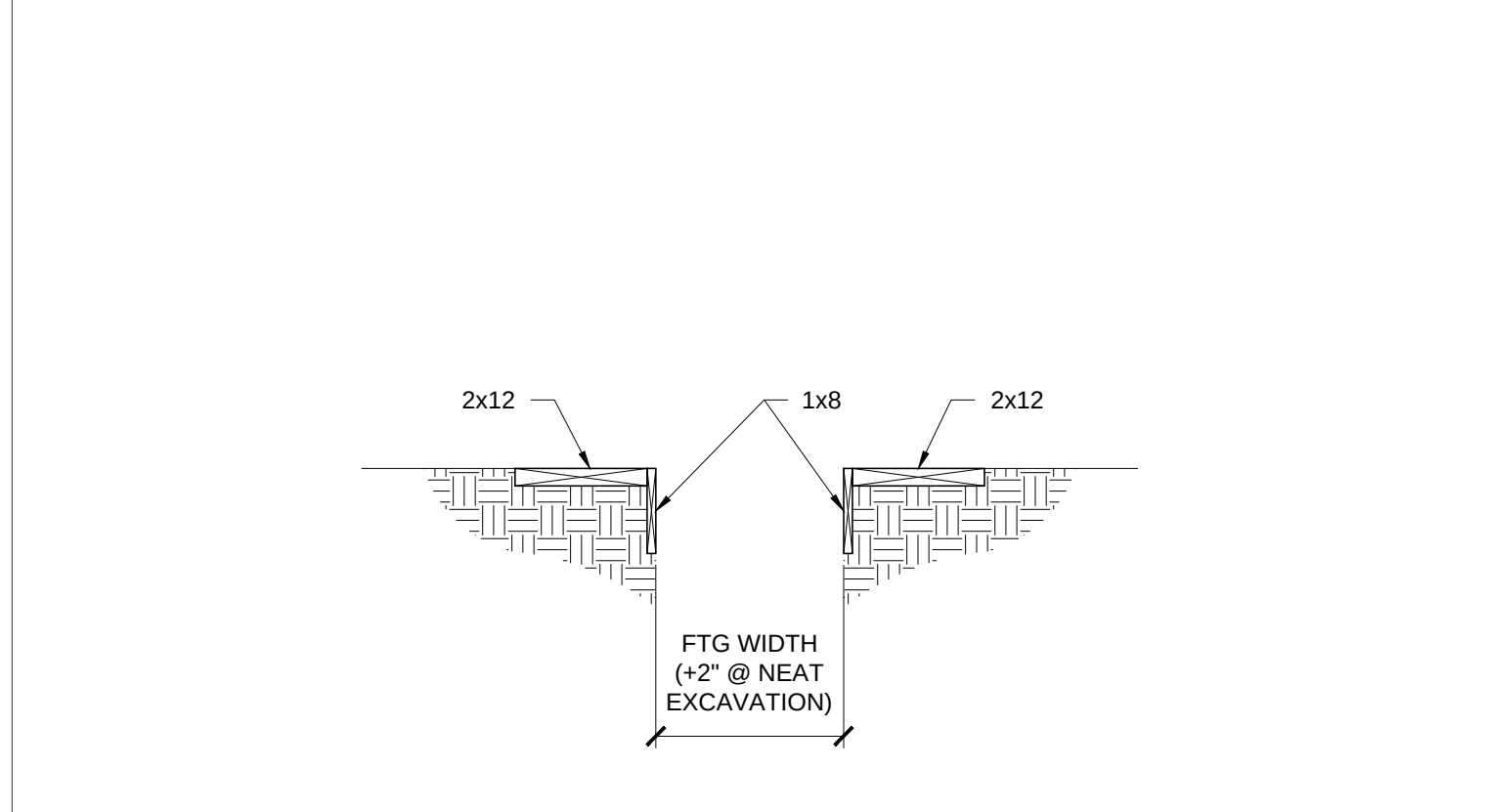
1 STANDARD REBAR HOOKS AND BENDS
NTS



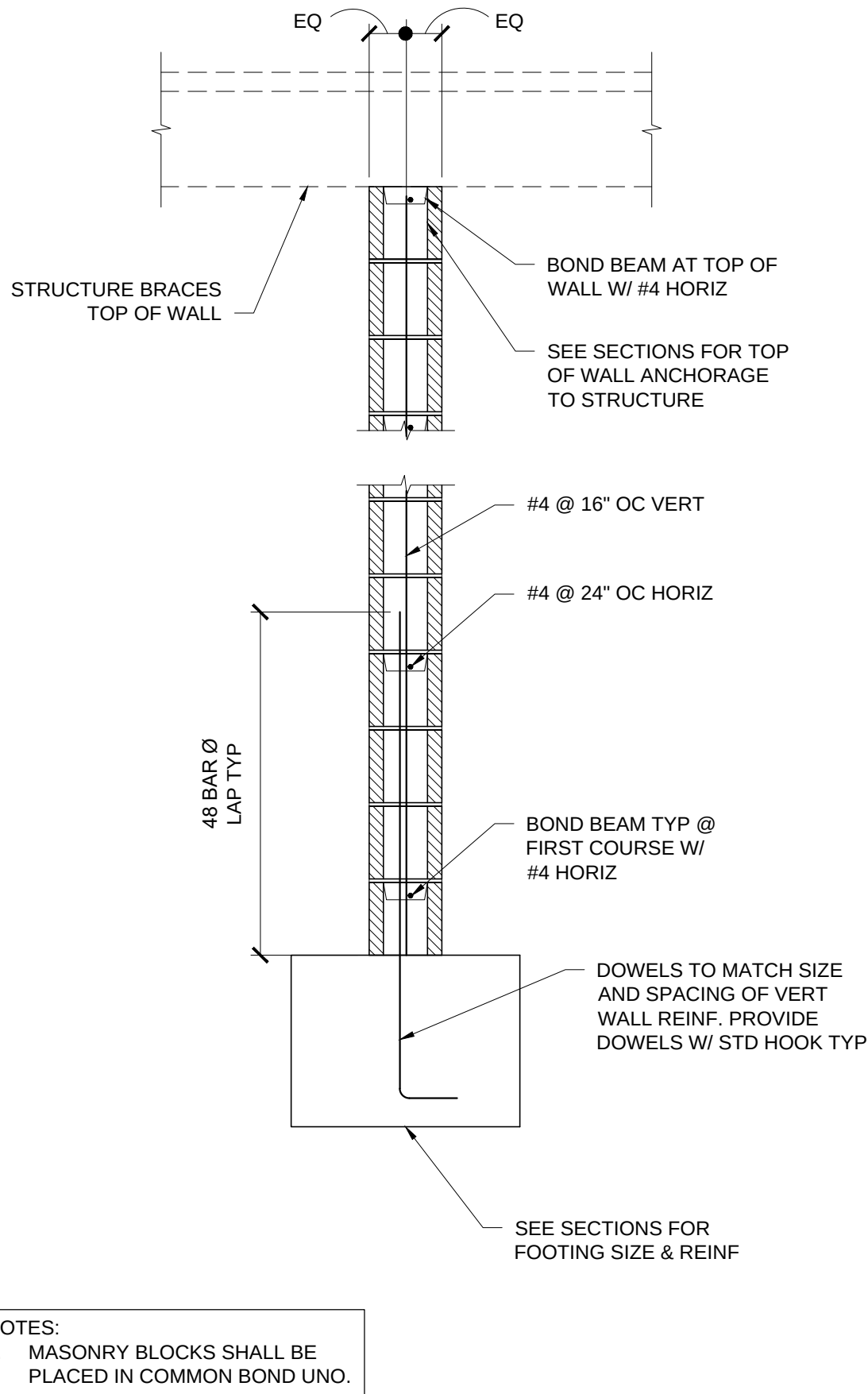
2 TYPICAL CORNER REINFORCING
NTS



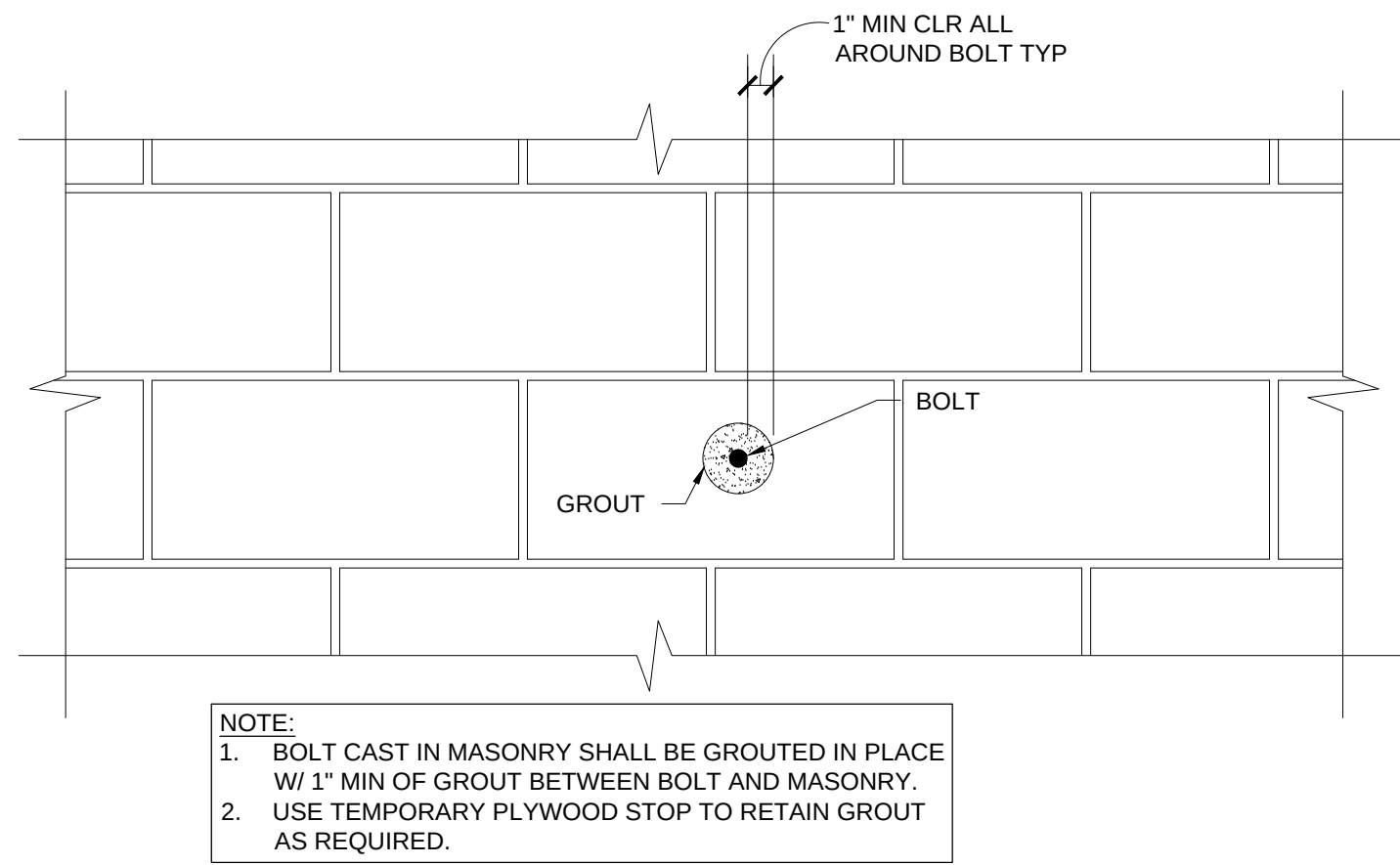
3 EDGE OF SLAB
NTS



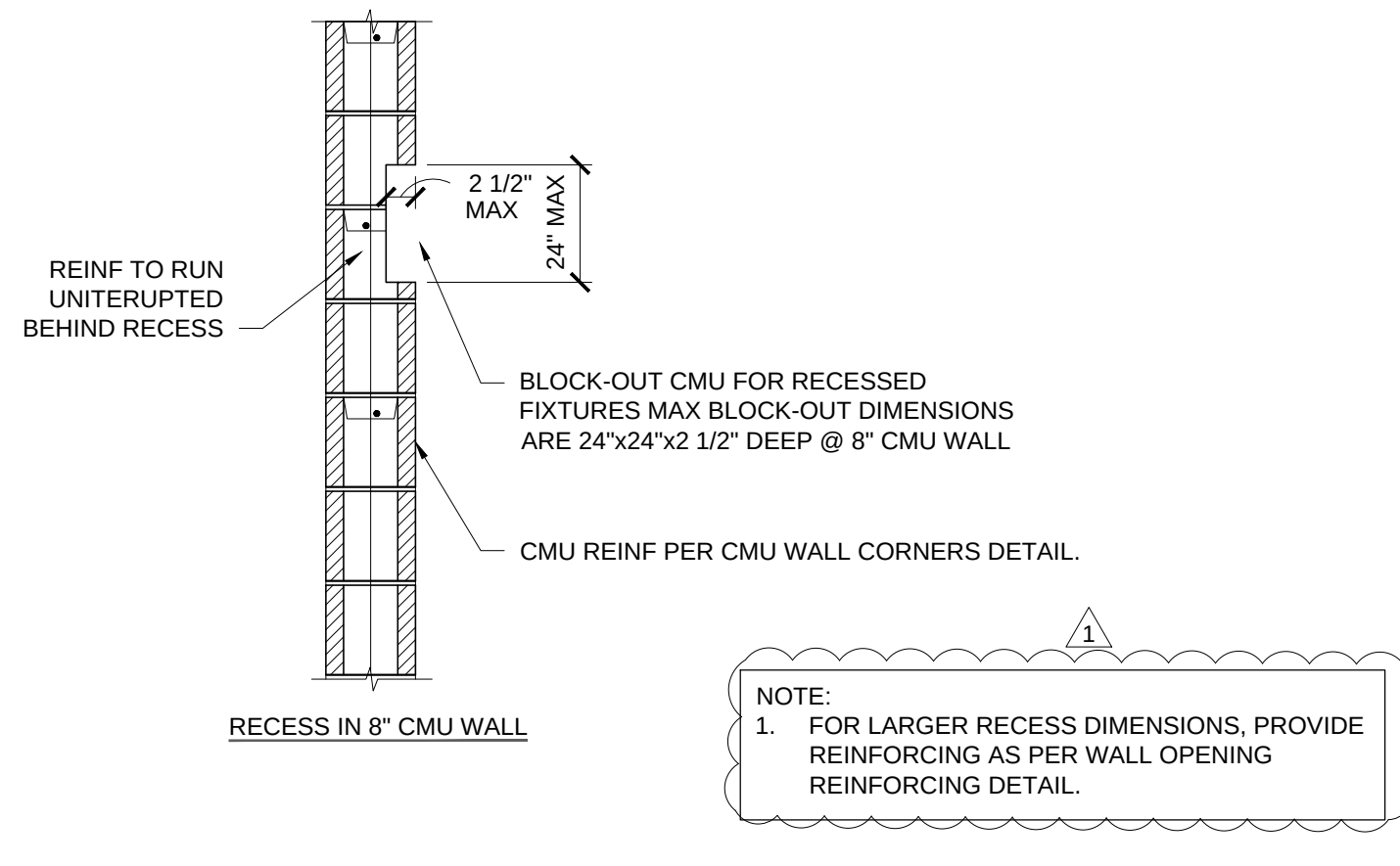
4 TYPICAL FOOTING EXCAVATION
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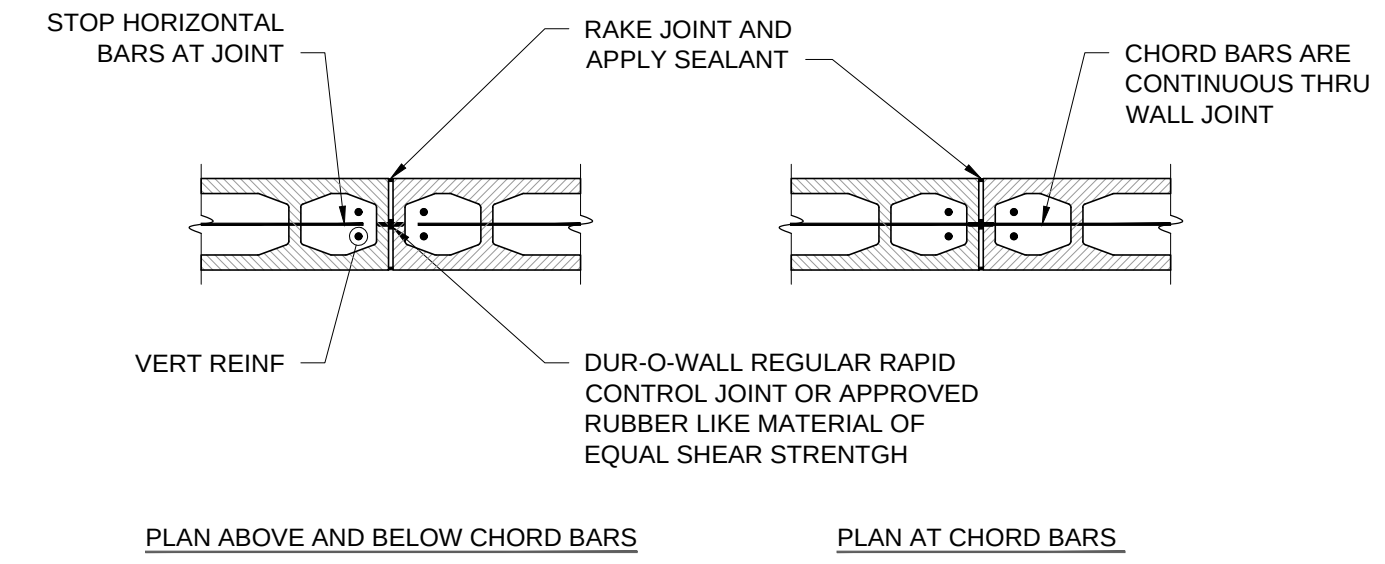
14 TYPICAL 8" BLOCK WALL REINFORCING
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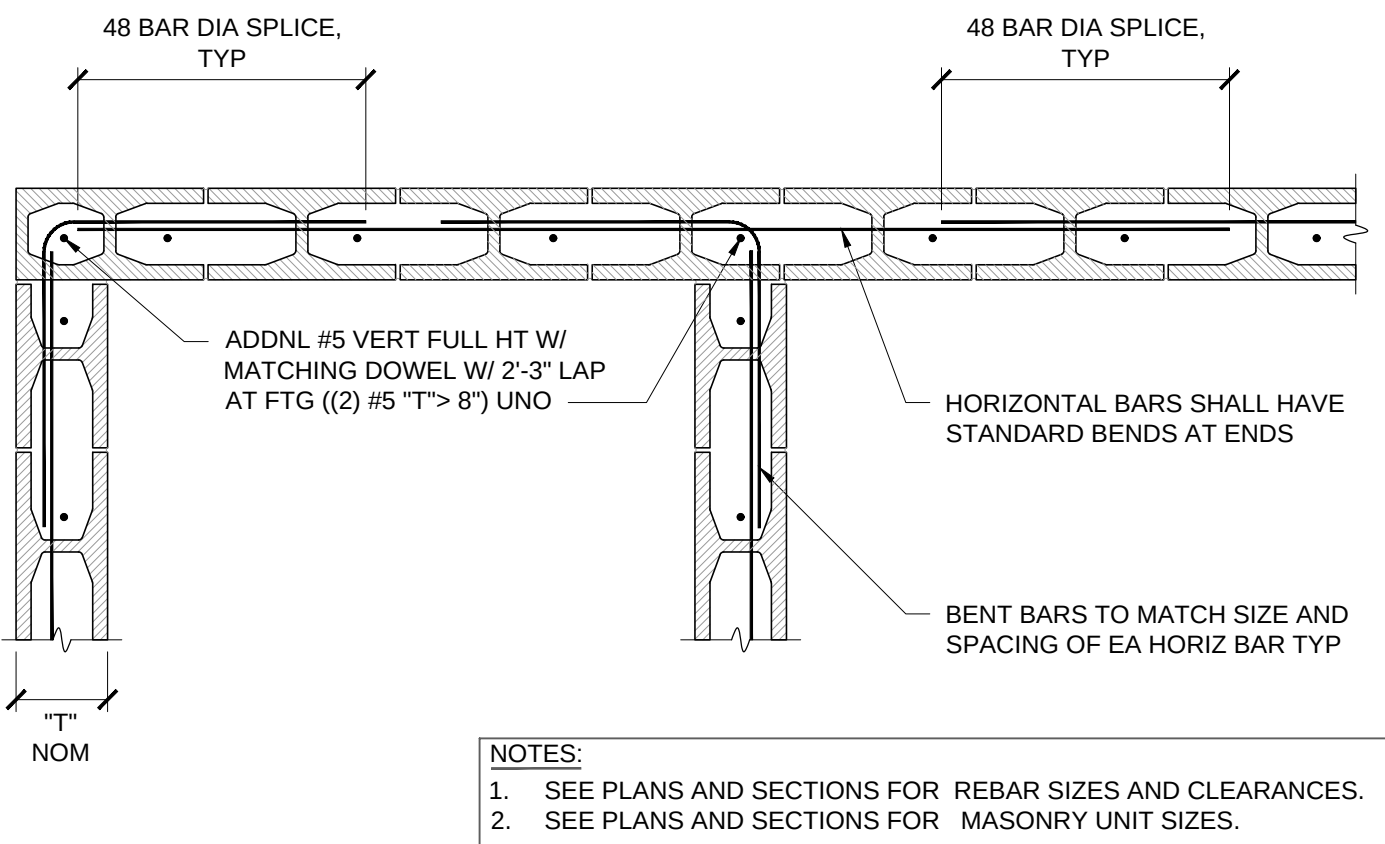
9 TYPICAL BOLT CAST IN MASONRY
NTS



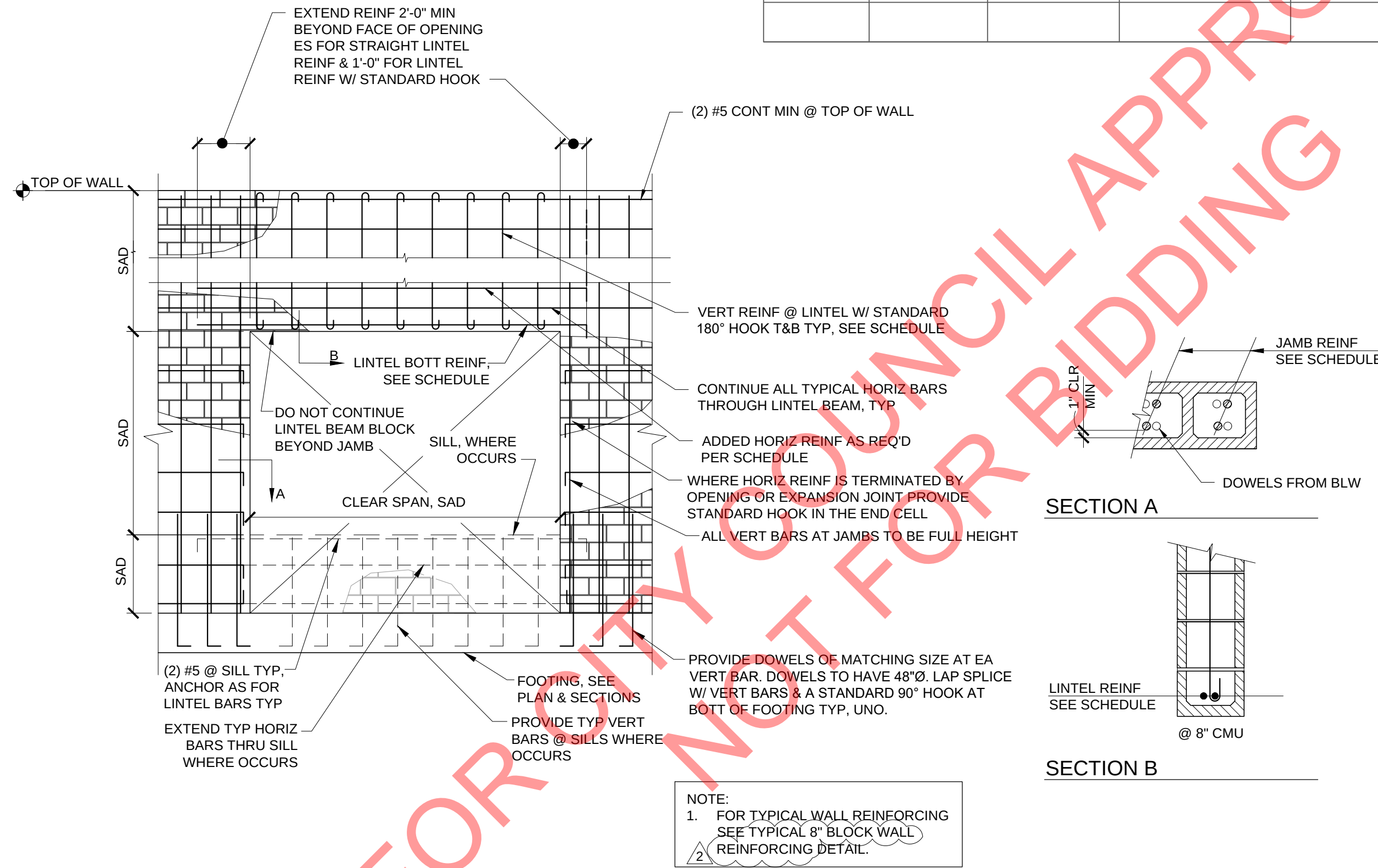
5 TYPICAL RECESS IN MASONRY
NTS



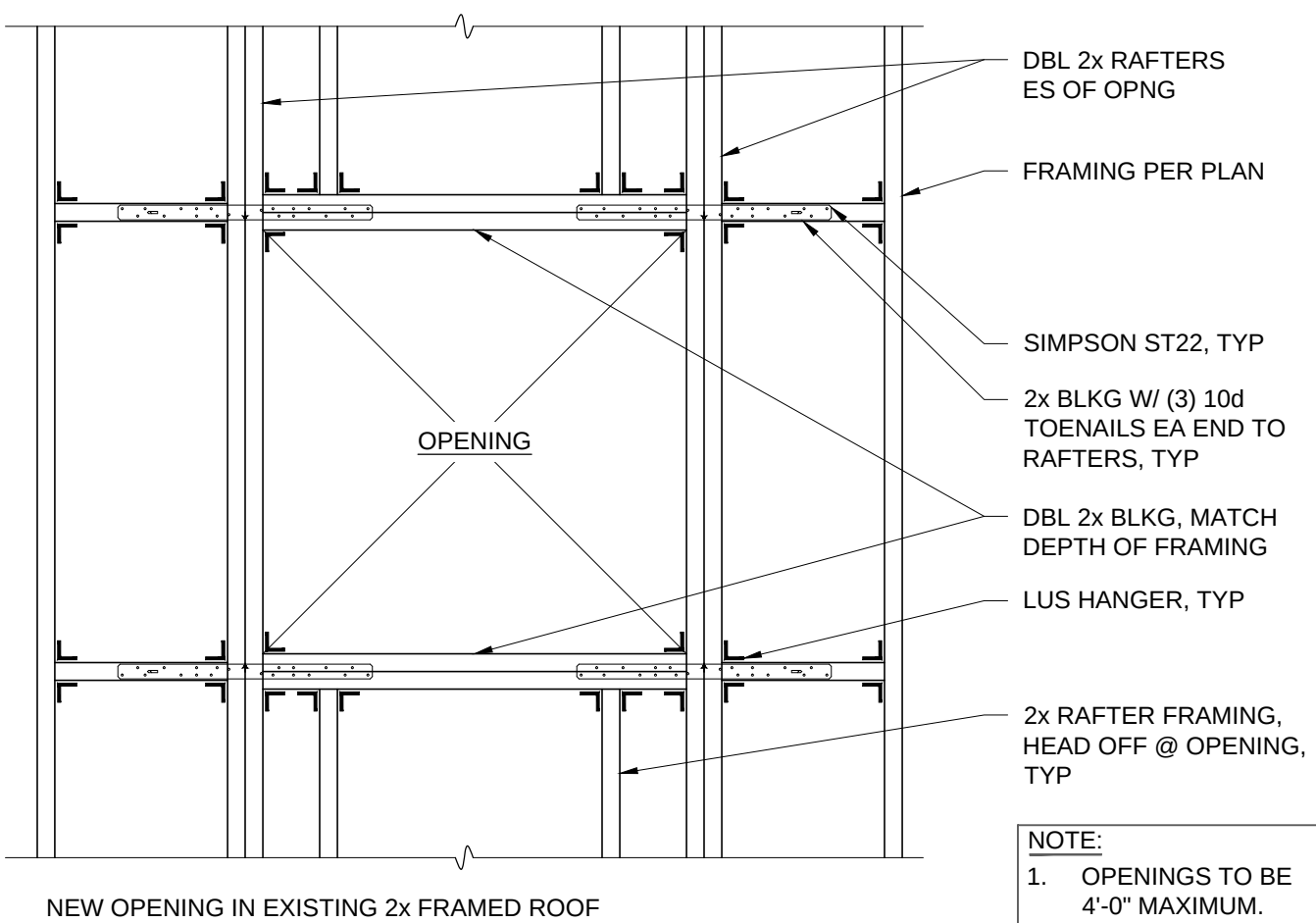
1 25'-0" OC MAX CMU CONSTRUCTION JOINT
NTS



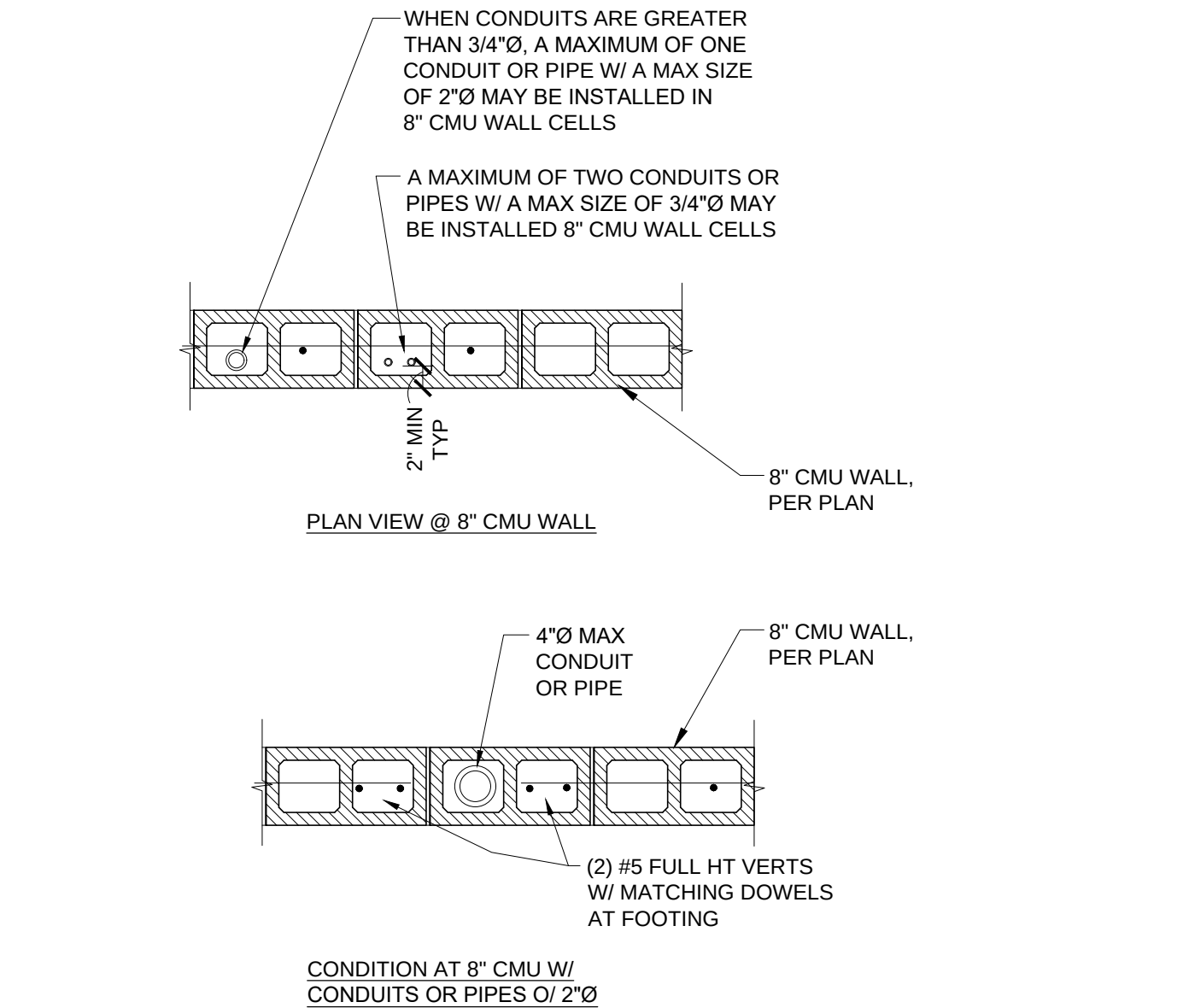
2 CMU WALL CORNERS
NTS



11 WALL OPENING REINFORCING
NTS



8 NEW OPENING IN EXISTING 2x FRAMED ROOF
ROOF OPENING
NTS



- NOTES:
1. CONDUITS & PIPES SHALL NOT BE PLACED IN CELLS W/ VERTICAL REINFORCING.
2. CONDUITS & PIPES SHALL NOT BE RUN HORIZONTALLY IN WALLS.
3. CONDUITS & PIPES SHALL NOT INTERRUPT HORIZONTAL REINFORCING EXCEPT AS SHOWN ABOVE.
4. ALUMINUM PIPES OR CONDUITS SHALL NOT BE PLACED IN MASONRY WALLS THICKNESS.
5. JUNCTION BOXES W/ MAXIMUM VOLUME OF 32 CUBIC INCHES ARE ACCEPTABLE TO BE INSTALLED IN WALLS.
6. PIPES SHALL NOT BE EMBEDDED IN MASONRY WALLS WHEN:
6.A. CONTAINING LIQUID GAS, OR VAPORS AT TEMPERATURES HIGHER THAN 150° F (66° C).
6.B. UNDER PRESSURE IN EXCESS OF 55 PSI.
6.C. CONTAINING WATER OR OTHER LIQUIDS SUBJECT TO FREEZING.
7. CONDUITS AND PIPES IN MASONRY WALLS SHALL BE SPACED NO CLOSER THAN 3 DIAMETERS (OF THE LARGER PIPE OR CONDUIT) ON CENTER.

4 PIPES & CONDUITS IN MASONRY WALLS
NTS



WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747
(APN 498-010-030-000)

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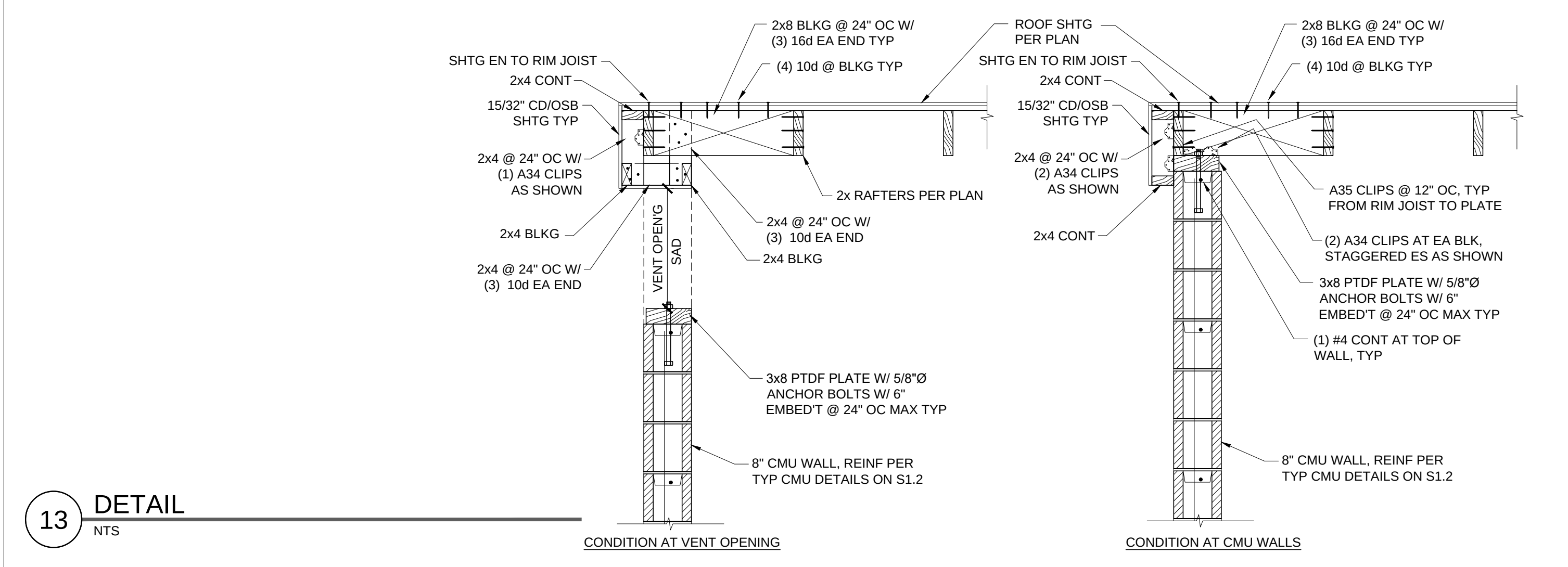
No.	DATE	PURPOSE
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2	08.11.21	COORDINATION



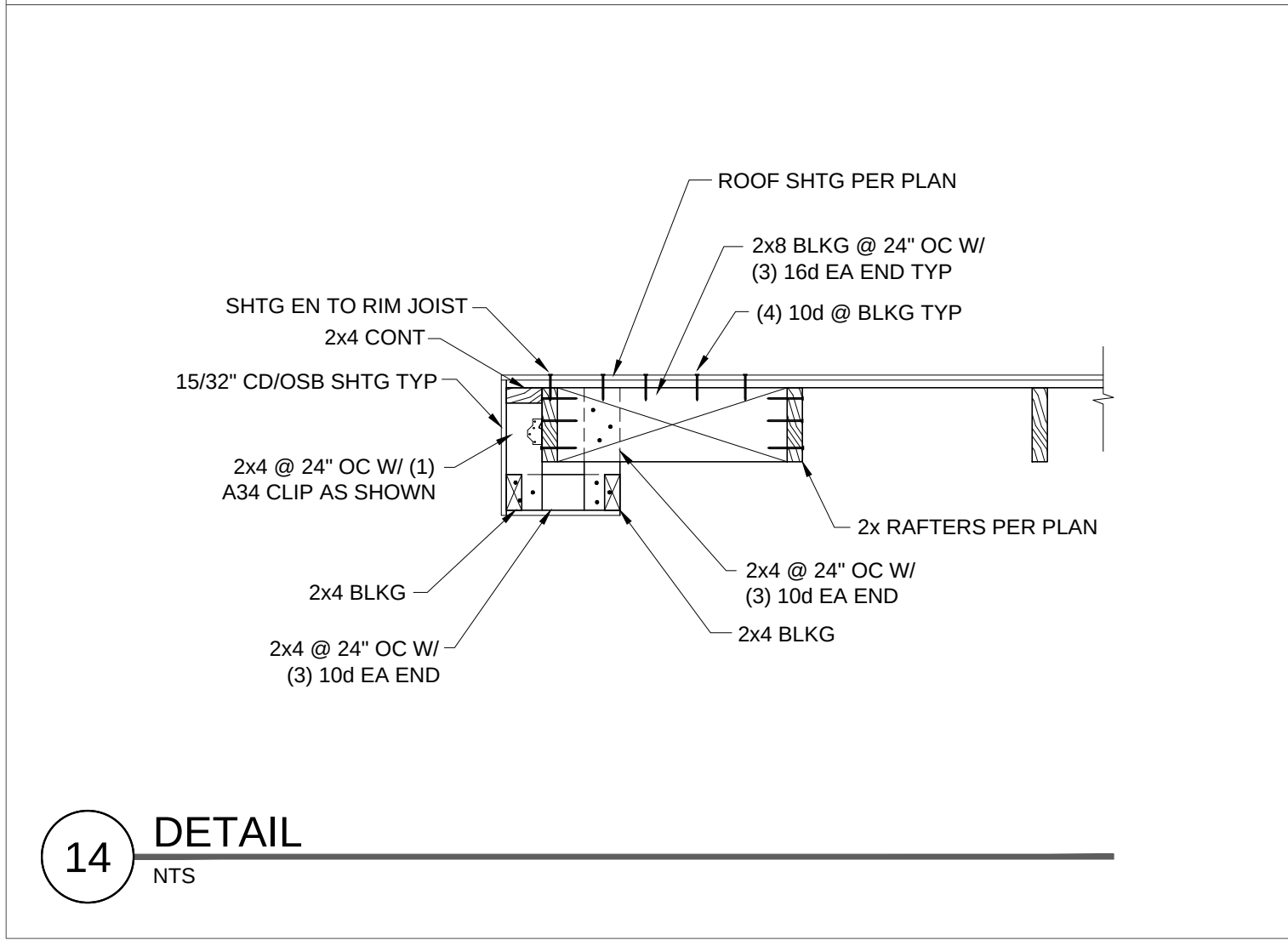
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TYPICAL DETAILS

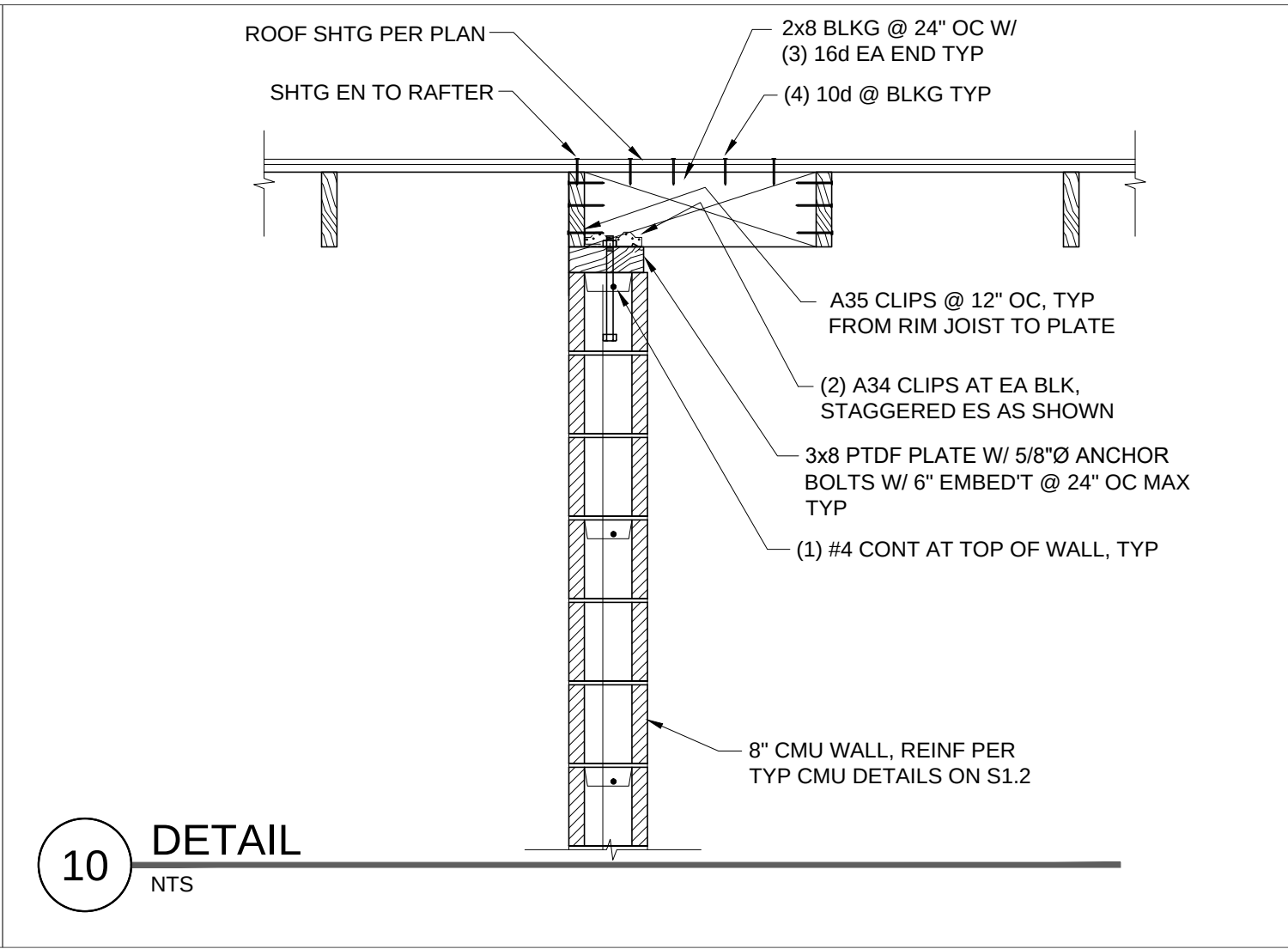
S1.2



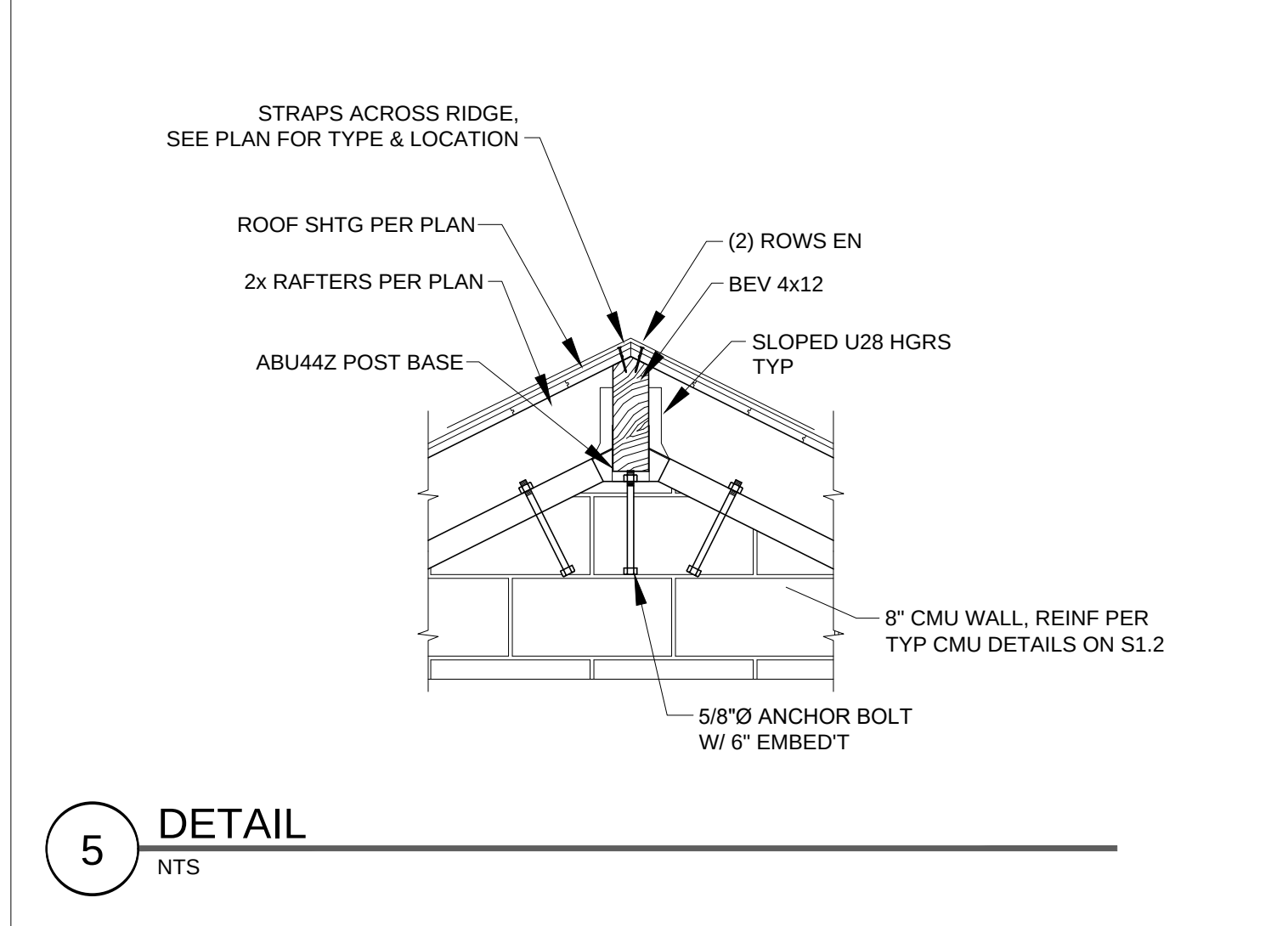
13 DETAIL
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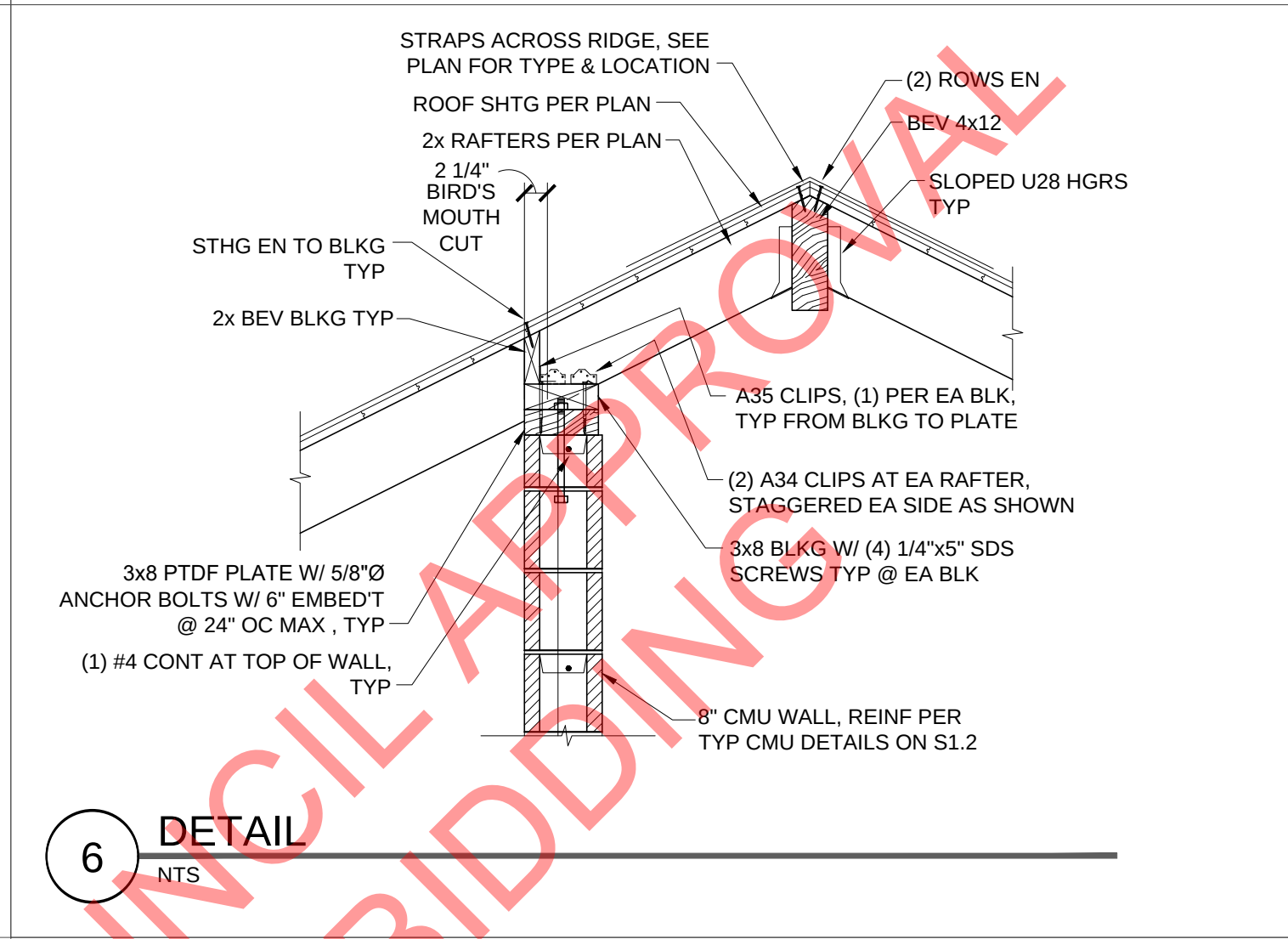
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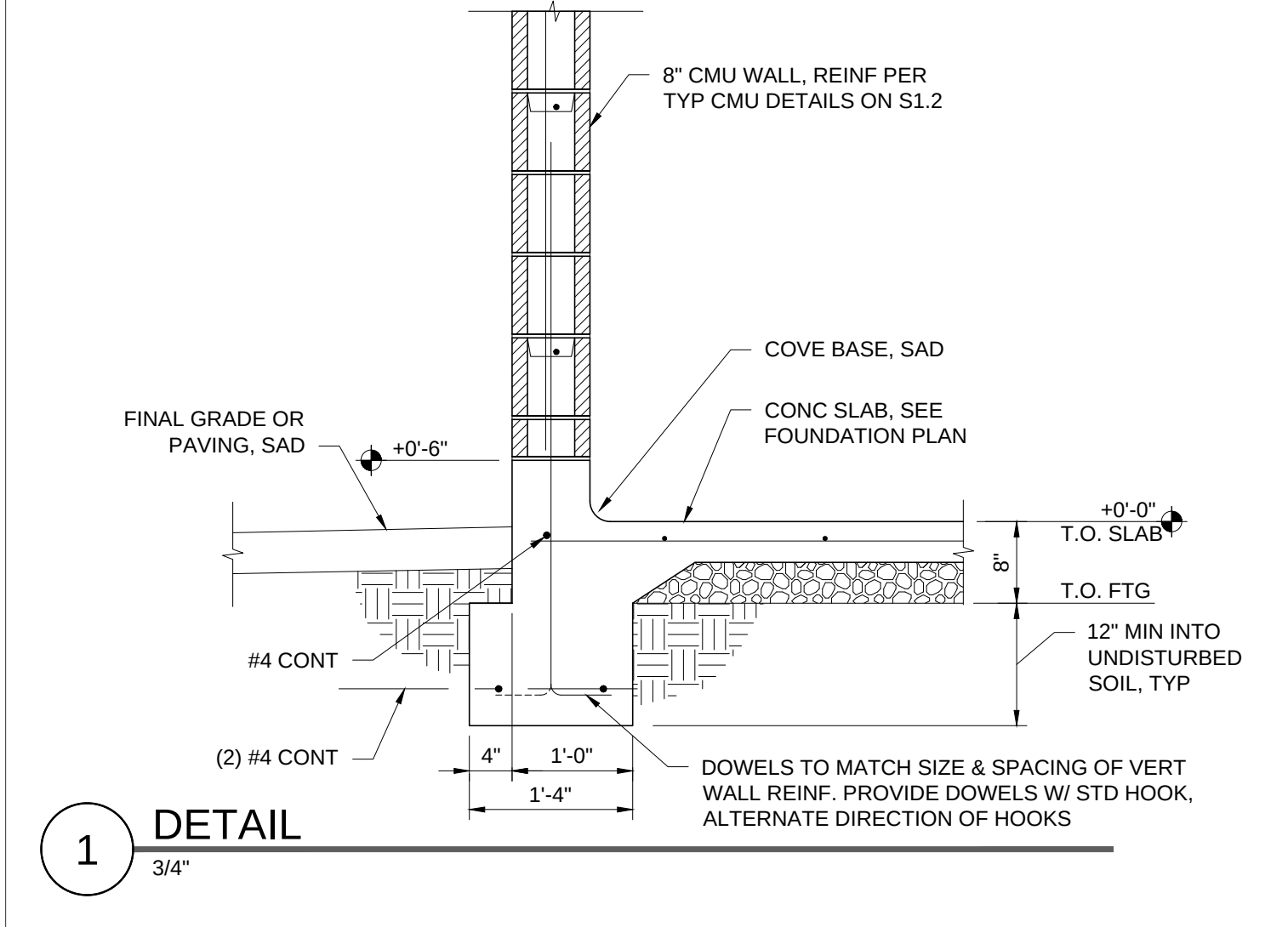
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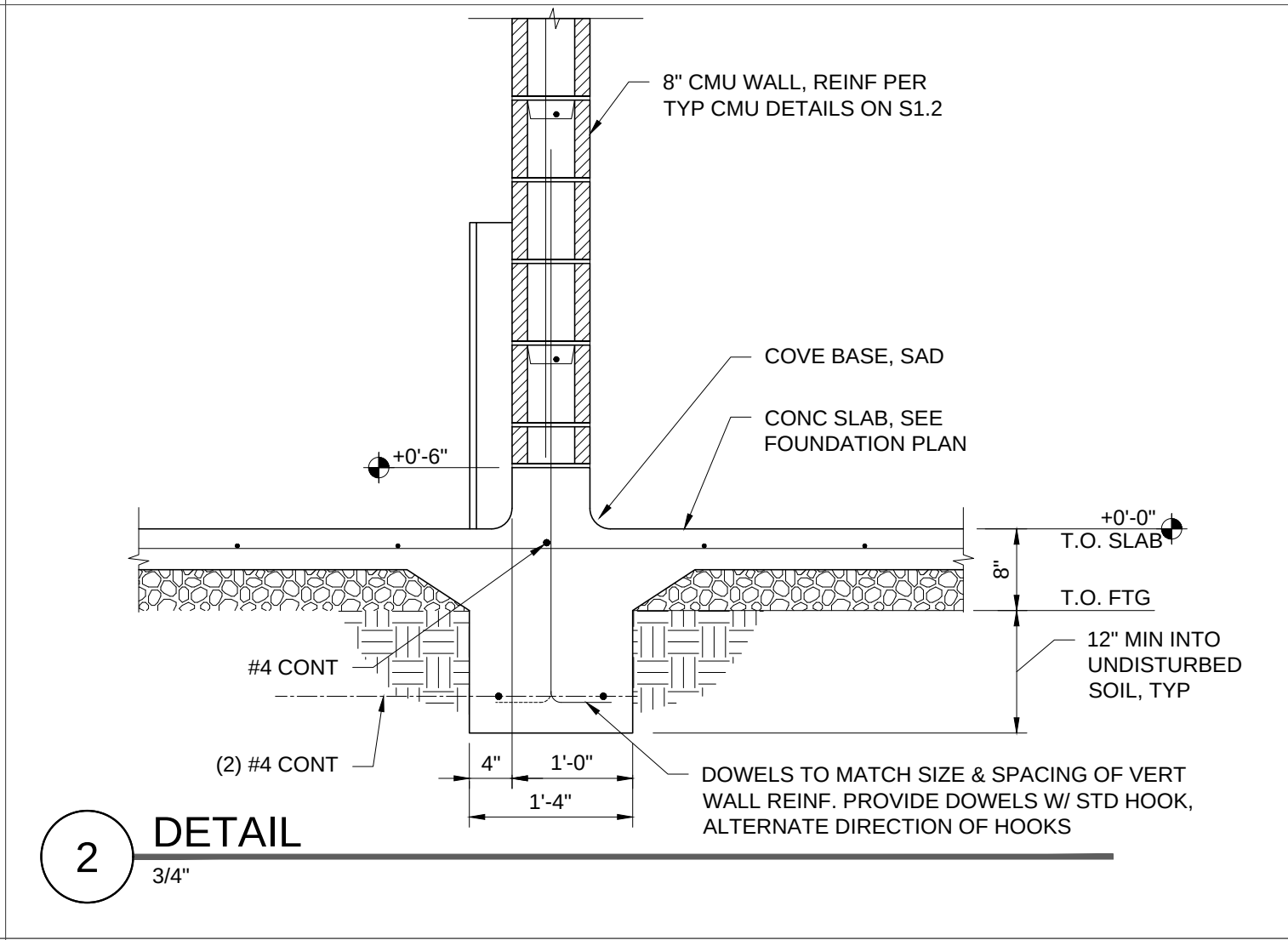
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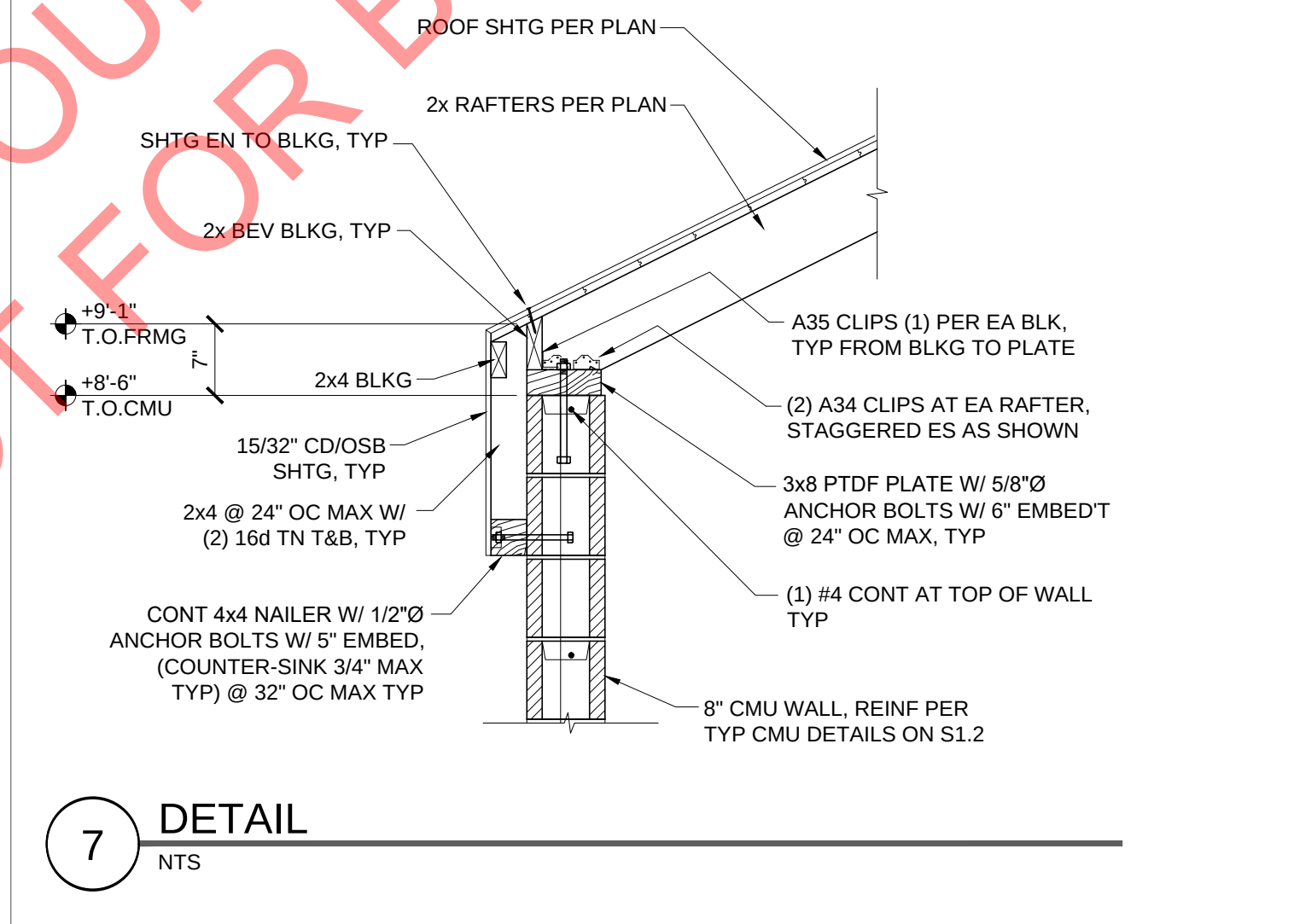
6 DETAIL
NTS



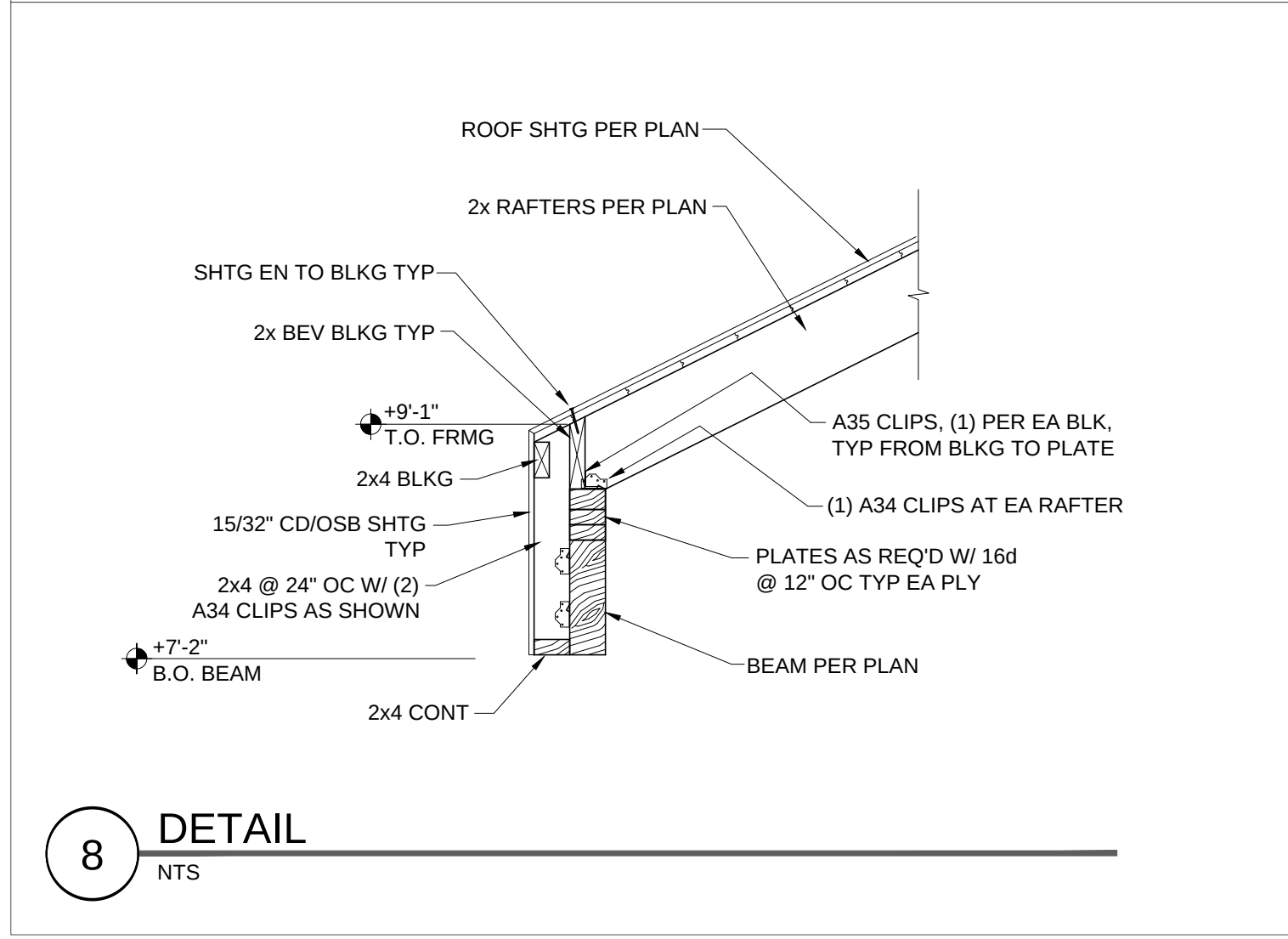
1 DETAIL
3/4"



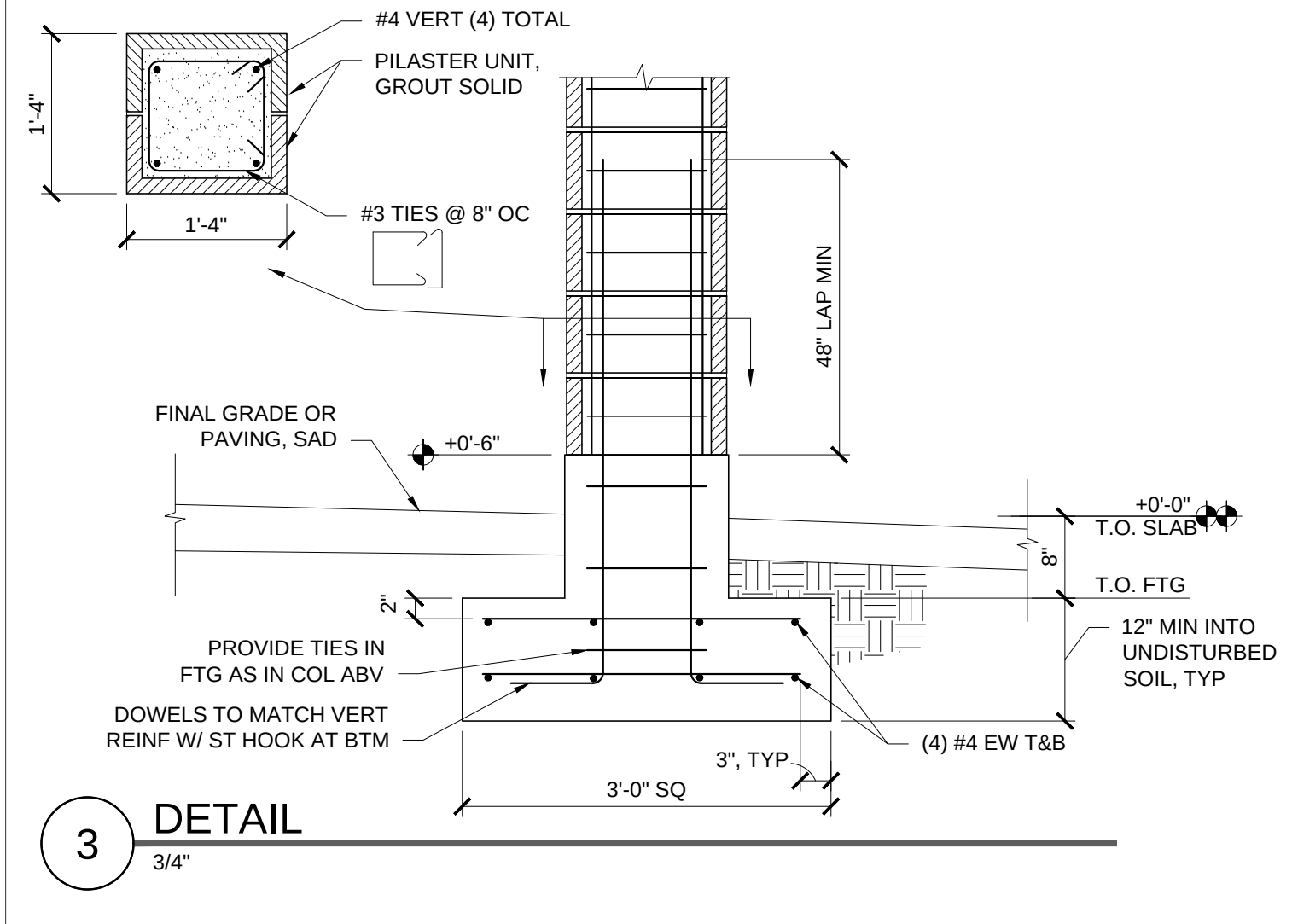
2 DETAIL
3/4"



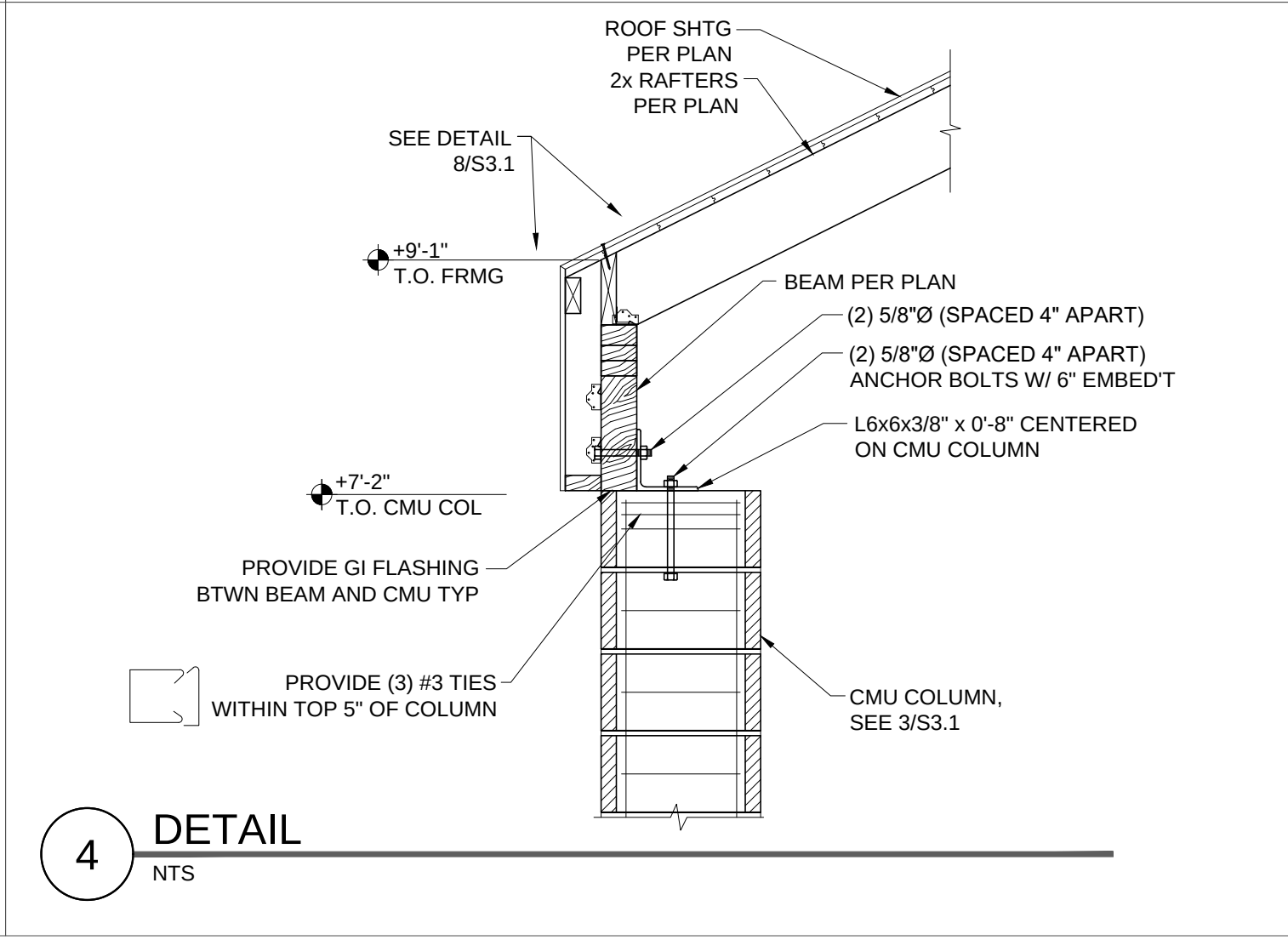
7 DETAIL
NTS



8 DETAIL
NTS



3 DETAIL
3/4"



4 DETAIL
NTS



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5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK

PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

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COMFORT STATION 1
STRUCTURAL DETAILS

S3.1

WATER AND WASTE SERVICE CALCULATIONS								
JOB NAME: STANDARD COMFORT STATION #2								
FIXTURE TYPE	NO	WASTE		COLD WATER		HOT WATER		TOTAL WATER
		FU	TOTAL	FU	TOTAL	FU	TOTAL	FU
HOSE BIBB	1	0	0	2.5	2.5	0	0	2.5
LAVATORY (SINGLE)	2	1	2	1	2	1	2	2.666667
SERVICE SINK	1	3	3	3	3	3	3	4
FLOOR DRAIN	3	2	6	0	0	0	0	0
WATER CLOSET, 1.28 GV	4	4	16	5	20	0	0	20
TOTAL FU			27.0		27.5	5.0		29.2
EQUIVALENT COLD WATER FLOW RATE (GPM): 42								
ADDITIONAL DEMAND LOAD (GPM): 0								
PRESSURE AVAILABLE AT MAIN (PSI): 40								
MINIMUM REQUIRED FIXTURE PRESSURE (PSI): 20								
ELEVATION RISE (FT): 4								
METER LOSS (PSI): 0								
BACKFLOW PREVENTER LOSS (PSI): 0								
ADDITIONAL LOSSES (PSI): 0								
EQUIVALENT PIPE LENGTH FROM METER TO MOST REMOTE FIXTURE (FT): 12								
FRICTION LOSS PRESSURE AVAILABLE (PSI): 18.26								
MAXIMUM ALLOWABLE FRICTION LOSS (PSI/100 FT): 152.20								
WATER FLOW VELOCITY (FPS): 6.06								
CALCULATED FRICTION HEAD LOSS (PSI/100 FT): 5.06								
MINIMUM REQUIRED 'WATER' PIPE SIZE (INCHES): 1.5								
MINIMUM REQUIRED 'WASTE' PIPE SIZE (INCHES): 3								
(SANITARY DRAINAGE CALCULATIONS PER THE 2019 CPC - TABLE 702.1 AND 703.2)								
(WATER CALCULATIONS PER THE 2019 CPC - APPENDIX 'A')								

WATER PIPE SIZING CHART								
PIPE SIZES CALCULATED BASED ON 2019 CPC APPENDIX A								
		CW MAX FLOW		CW FIXTURE UNIT VALUES		HW MAX FLOW		HWFU
NOMINAL DIAMETER	INTERNAL DIAMETER	GPM	FPS	FLUSH TANK	FLUSH VALVE	GPM	FPS	HOT WATER
3/8"	0.44	3.8	8.0	3	0	2.4	5.0	1
1/2"	0.545	5.8	8.0	6	0	3.6	5.0	3
3/4"	0.785	12.1	8.0	16	0	7.5	5.0	8
1"	1.025	20.6	8.0	30	0	12.9	5.0	16
1-1/4"	1.265	31.3	8.0	56	14	19.6	5.0	28
1-1/2"	1.505	44.4	8.0	103	35	27.7	5.0	46

PLUMBING FIXTURE SCHEDULE					
SYMBOL	DESCRIPTION	CONNECTION			
		W	V	CW	HW
FD-1	FLOOR DRAIN: PVC OR ABS BODY FLANGED WITH ADJUSTABLE 5" ROUND NICKEL HEAD AND HEEL-PROOF GRATE VANDAL-PROOF SCREWS, TRAP PRIMER CONNECTION, ZURN FD2210	2"	1-1/2"	1/2"	-
HB-1	HOSE BIBB: COMPOSITE BOX WITH STAINLESS STEEL DOOR AND FRONT, WITH ANTI-SIPHON VACUUM BREAKER, LOOSE KEY TEE WOODFORD MB26-3/4-K	-	-	-	-
L-1	LAVATORY: BARRIER FREE, 19" x 17" WALL HUNG, ENAMELED CAST IRON, 4" FAUCET CENTERS KOHLER HUDSON K-2861 FAUCET: BARRIER FREE FAUCET WITH SFP-6 110 VAC/6 VDC ADAPTER, 0.35 GPM (0.20 GAL. PER CYCLE MAX), ADJUST "TIME OUT SETTING" TO 30 SEC. TO PROVIDE 0.175 GAL. PER CYCLE. ACQUIRE 155A OPEN GRID STRAINER DRAIN, 8902 P-TRAP AND 167 STOPS AND SUPPLIES SLOAN SF-2300 0.35 GPM PROVIDE TRIBURO LAV SHIELD PROTECTIVE COVER #2018-KO-H	1-1/2"	1-1/2"	1/2"	-
MS-1	MOP SINK: 24" x 24", FLOOR MOUNT, FLORESTONE TERRAZZO MODEL 5 FAUCET: BARRIER FREE, WALL MOUNT, PAIL, HOOK, LEVER HANDLES, KOHLER K-8907	2"	1-1/2"	1/2"	1/2"
TP-1	TRAP PRIMER: PPP MODEL P-1 WITH 1/2" INLET PROVIDE WITH DU-4 DISTRIBUTION UNIT WHERE MORE THAN ONE FLOOR DRAIN IS CONNECTED TO TRAP PRIMER, FOR UP TO FOUR DRAIN APPLICATION	-	-	1/2"	-
WC-1	WATER CLOSET: BARRIER FREE, ELONGATED BOWL, WALL MOUNT, SIPHON JET, 1-1/2" TOP SPUD, 1.28 GPF AMERICAN STANDARD 2633.001 PRESSALIT ROYAL 00390075 020 ELONGATED OPEN FRONT SEAT MANUAL FLUSH VALVE: AMERICAN STANDARD 1.28 GPF J/R SMITH 0410 CARRIER, ADJUST CARRIER TO SET RIM OF BOWL AT 16-1/8" ABOVE FINISHED FLOOR	4"	2"	1-1/2"	-

PLUMBING PIPING MATERIALS	
POTABLE WATER	TYPE K (BELOW GROUND) COPPER WITH BRAISED JOINTS TYPE L (ABOVE GROUND) COPPER WITH WROUGHT-COPPER FITTINGS
DRAIN, WASTE AND VENT	NO HUB CAST IRON SOIL PIPE AND STAINLESS STEEL COUPLINGS

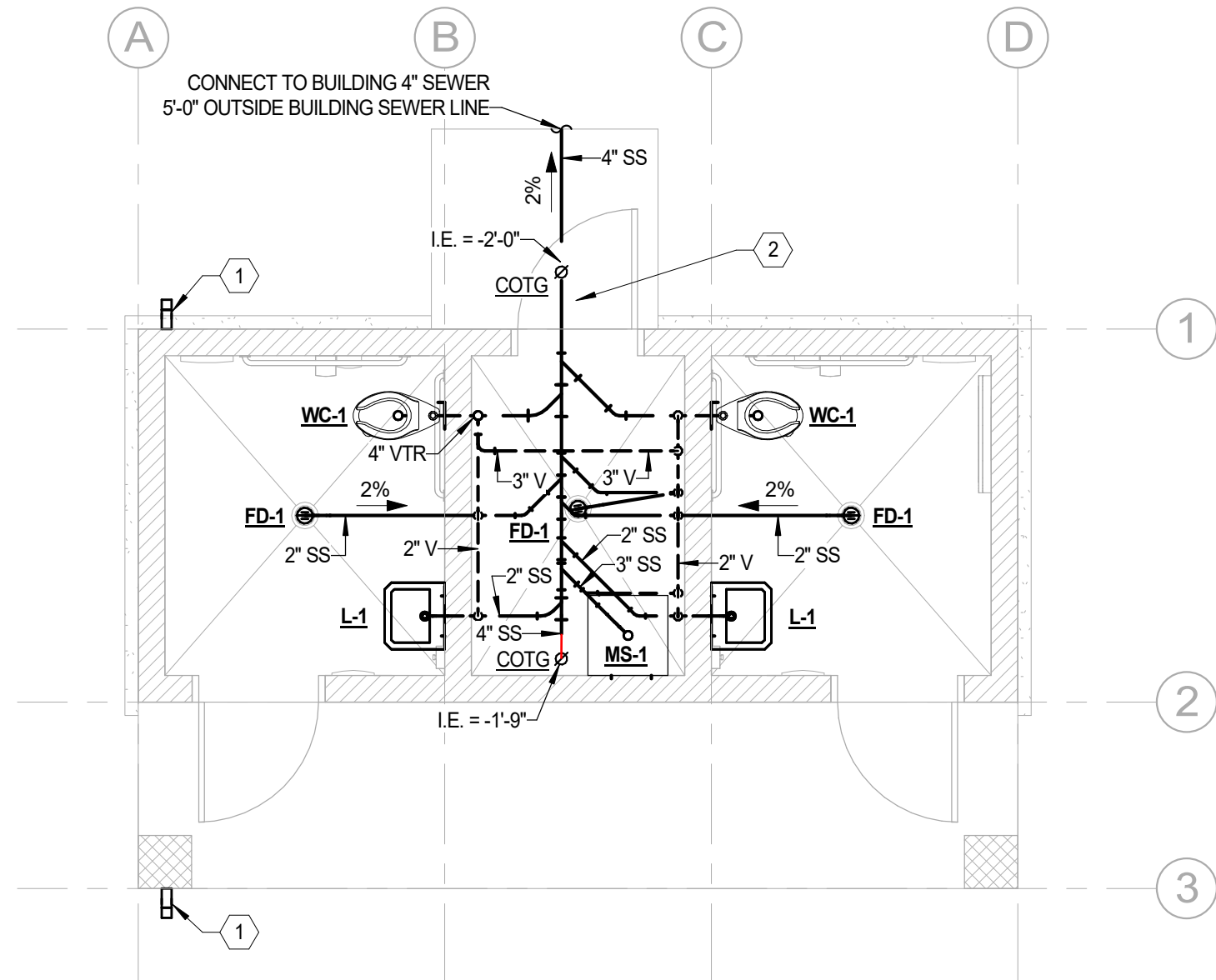
PLUMBING SYMBOL LIST

NOTE: THIS IS A STANDARD SYMBOL LIST AND NOT ALL ITEMS LISTED MAY BE USED.

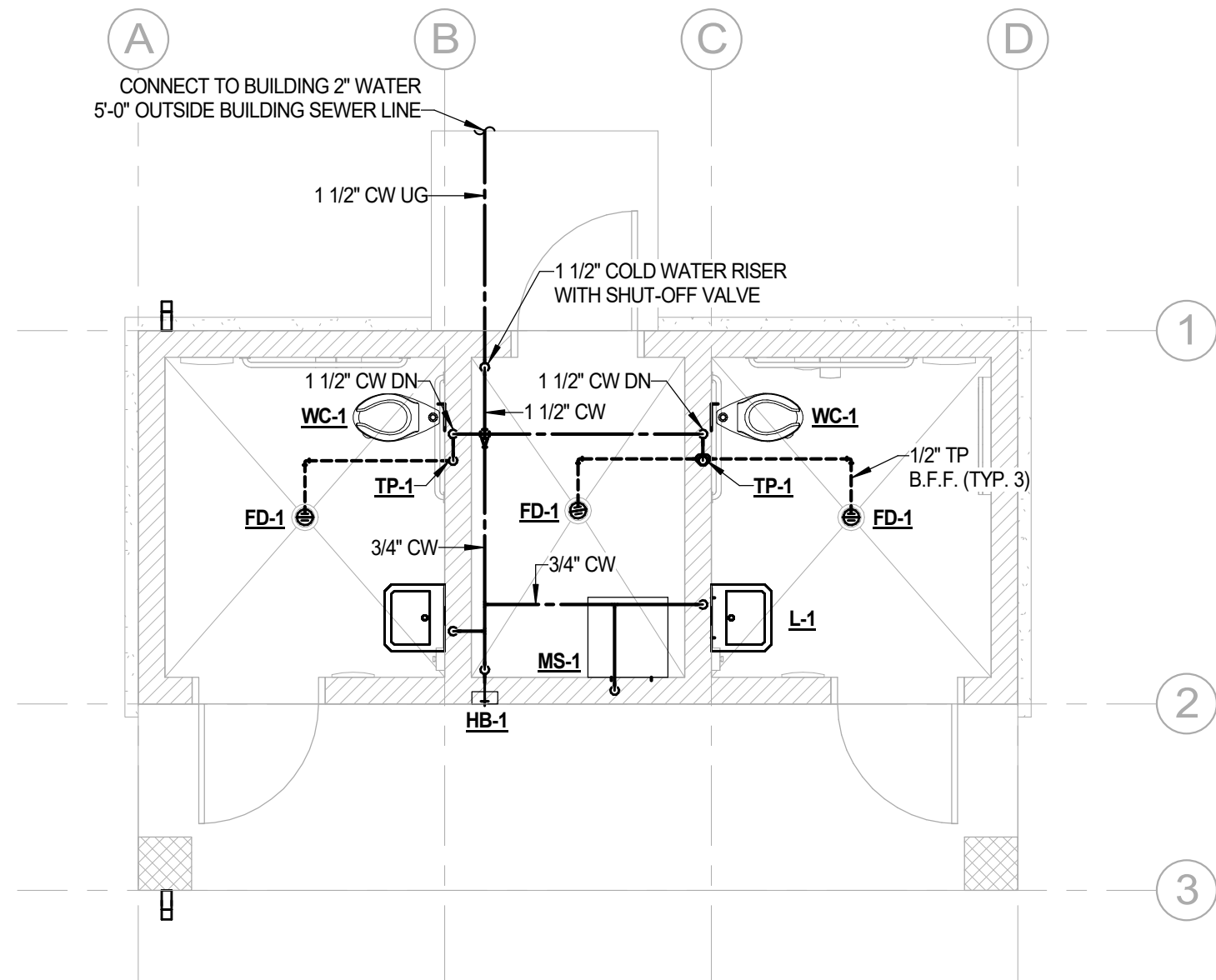
ABBREVIATIONS		PIPE FITTINGS		GENERAL	
ABBREVIATION	DESCRIPTION				
BFF	BELOW FINISHED FLOOR		COTG		CONTINUATION
CO	CLEANOUT		CO		DEMOLISH
CW	COLD WATER		FD		PIPE BELOW GRADE
DN	DOWN		HB	VALVES	
FCO	FLOOR CLEANOUT				SHUTOFF VALVE, GENERAL
FD	FLOOR DRAIN			PIPING SYSTEMS	
FF	FINISHED FLOOR				COLD WATER PIPING
HB	HOSE BIBB		VTR		SANITARY VENT
IE	BELOW		WCO		SANITARY WASTE OR SOIL PIPING ABOVE GRADE OR FINISHED FLOOR
SOV	SHUT OFF VALVE				SANITARY WASTE OR SOIL PIPING BELOW GRADE OR FINISHED FLOOR
SS	VENT THRU ROOF				
WCO	WALL CLEANOUT				
VTR	VENT THRU ROOF				

SHEET KEYNOTES

- 2 INCH CAST IRON ROOF DRAIN PIPING. SEE DETAIL A THIS SHEET AND ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
- CONTRACTOR SHALL PROVIDE RECORDED TV SEWER LINE INSPECTION OF NEWLY INSTALLED BUILDING SERVICE BACK TO CONNECTION WITH SITE UTILITY. PROVIDE DIGITALLY RECORDED INSPECTION TO CITY FOR RECORD.



1 FLOOR PLAN - WASTE AND VENT
SCALE: 1/4" = 1'-0"



2 FLOOR PLAN - WATER
SCALE: 1/4" = 1'-0"

FOR CITY COUNCIL APPROVAL
NOT FOR BIDDING

A P1g - ROOF DRAIN LEADER TO STORM DRAIN SYSTEM DETAIL
SCALE: NONE



WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK PARK

(APN 498-010-030-000)

Standard Comfort Station #2

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08.11.21	COORDINATION



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PLUMBING FLOOR PLANS & SCHEDULES

P-1



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5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
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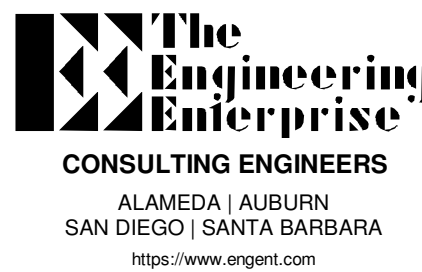
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PARK**
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4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

City of Roseville Parks,
Recreation & Libraries
STANDARD COMFORT
STATION #2 MASTER
PLAN

Roseville, CA

WMB Project No. 20-086



08.06.21	PLAN REVIEW
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SYMBOLS

E1



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Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
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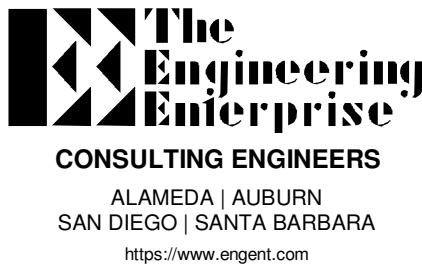
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08.06.21 PLAN REVIEW

05.13.21 100% CDs
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MUST BE ON JOB SITE
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08/08/2021 13:27:01
BDS1-3652

POWER AND LIGHTING
PLAN

E2

GENERAL SHEET NOTES

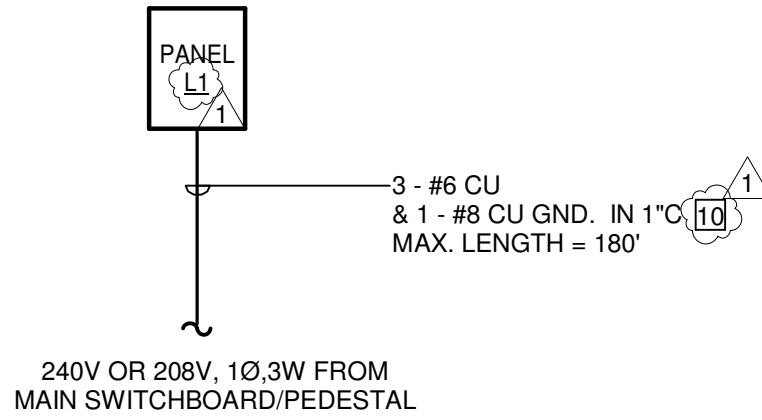
- A. ALL CONDUITS TO BE ROUTED CONCEALED UNDER SLAB OR WITHIN BUILDING BLOCK CAVITY AS MUCH AS POSSIBLE. CONDUITS THAT MUST RUN SURFACE MOUNTED SHALL BE COORDINATED WITH ARCHITECT PRIOR TO ROUGH-IN.

NUMBERED SHEET NOTES

- 1 LIGHT FIXTURE TO BE MOUNTED +84" AFF.
- 2 PROVIDE TIMER SWITCH, LEVITON VPT24-1P FOR TIMED CONTROL OF EXTERIOR LIGHTING.
- 3 CONNECT TO MAIN SWITCHBOARD/PEDESTAL, SEE ONE-LINE DIAGRAM.
- 4 PROVIDE JUNCTION BOX FOR HAND DRYER @ +40" AFF. TYPICAL FOR ALL.
- 5 PROVIDE UFER GROUNDING ELECTRODE (#4 BARE CU) PER C.E.C.
- 6 PROVIDE CONDUIT CHASE THRU WALL FOR POWER CONNECTION TO FAUCET CONTROL MODULE, TYPICAL FOR 2 FAUCET LOCATION.
- 7 RECEPTACLE FOR POWER TO AUTOMATIC HAND WASHING FAUCET.
- 8 PROVIDE 3/4" CONDUIT TO DOOR MIDDLE HINGE FOR SECURITY.
- 9 PROVIDE & INSTALL THE FOLLOWING:
 - MILLINIUM TELLUS (6) DOOR ENTRY SYSTEM WITH MS APPLIANCE.
 - (1) KEYBOARD MOUSE, & 17" LCD SCREEN & UPS.
 - (1) ALTRONICS 4 AMP POWER SUPPLY WITH BATTERY BACK-UP.
 - INSTALL & TERMINATE FIELD DEVICES, MAKE UP BACK BOARDS & HEAD END SYSTEMS.
 - PROVIDE & INSTALL WIRE & CABLE TO DOOR LOCKS.
 - PROGRAM, TEST & TRAIN THE END USER.
- 10 UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC. CONDUIT WITHIN BUILDING SHALL BE EMT.

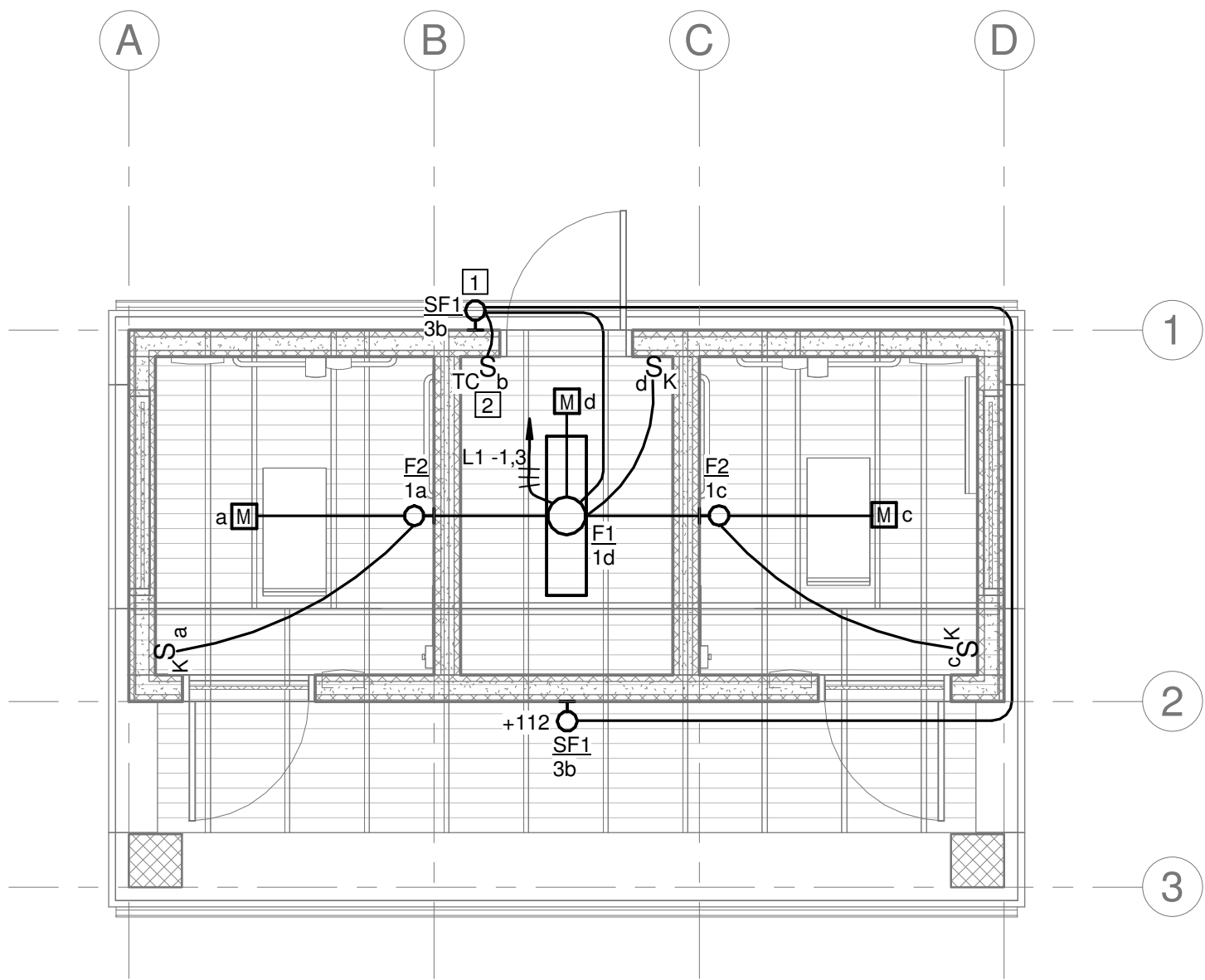
LUMINAIRE SCHEDULE							
TYPE	MANUFACTURER CATALOG NUMBER	DESCRIPTION	LIGHT SOURCE	TIER	WATTAGE	VOLTAGE	
F1	LITHONIA LIGHTING CSS-L48-4000LM-MVOLT-40K-80CRI-JOTVTX15	4" SURFACE MOUNTED LED, STEEL HOUSING WITH HIGH-GLOSS BAKED WHITE FINISH AND HIGHLY EFFICIENT SATIN WHITE LENS.	LED	TIER 1	38.5 W	120 V	
F2	LITHONIA LIGHTING OLVTWM-4000K-MVOLT	UTILITY VAPOR TIGHT WALL MOUNT FIXTURE	LED	TIER 1	15 W	120 V	
SF1	TERON LIGHTING CDSQ-L12.0-LT300-100-120V-BZ-40K-F-PCL-TP	VANDAL RESISTANT, DIE-CAST ALUMINUM HOUSING WALL MOUNT WITH PHOTOCELL, 120 VOLT	LED	TIER 1	12 W	120 V	

Branch Panel: Panel L1												
Location:		Served From			Phases 1		A.I.C. Rating:			Bus Rating 50 A		
Mounting: SURFACE		Volts: 120/240 Single			Wires 3		Main Type: MCB			Main Rating: 50 A		
Load Served		Amp	Pole	#	A (kVA)		B (kVA)		#	Pole	Amp	Load Served
LTG INTERIOR	20 A	1	1	0.07	0.36				2	1	20 A	REC. INTERIOR
LTG EXTERIOR	20 A	1	3				0.02	0.36	4	1	20 A	FAUCET REC.
SPARE	20 A	1	5	0.00	1.90				6	1	20 A	HAND DRYER
SPARE	20 A	1	7				0.00	1.90	8	1	20 A	HAND DRYER
SPARE	20 A	1	9	0.00	0.10				10	1	20 A	DOOR SECURITY PANEL
SPARE	20 A	1	11				0.00	0.00	12	1	20 A	SPARE
Total Load:					2.43 kVA		2.28					
Total Amps:					20 A		19.03 A					
Load Classification		Conn. Load		Demand Factor		Est. Demand		Panel Totals				
Other		3.8 kVA		100.00%		3.8 kVA		Connected Load:		4.71 kVA		
Lighting		0.09 kVA		125.00%		0.12 kVA		Connected Amps:		19.64 A		
Receptacles		0.82 kVA		100.00%		0.82 kVA		Est. Demand Load:		4.74 kVA		
								Est. Demand Amps:		19.73 A		
Notes:												



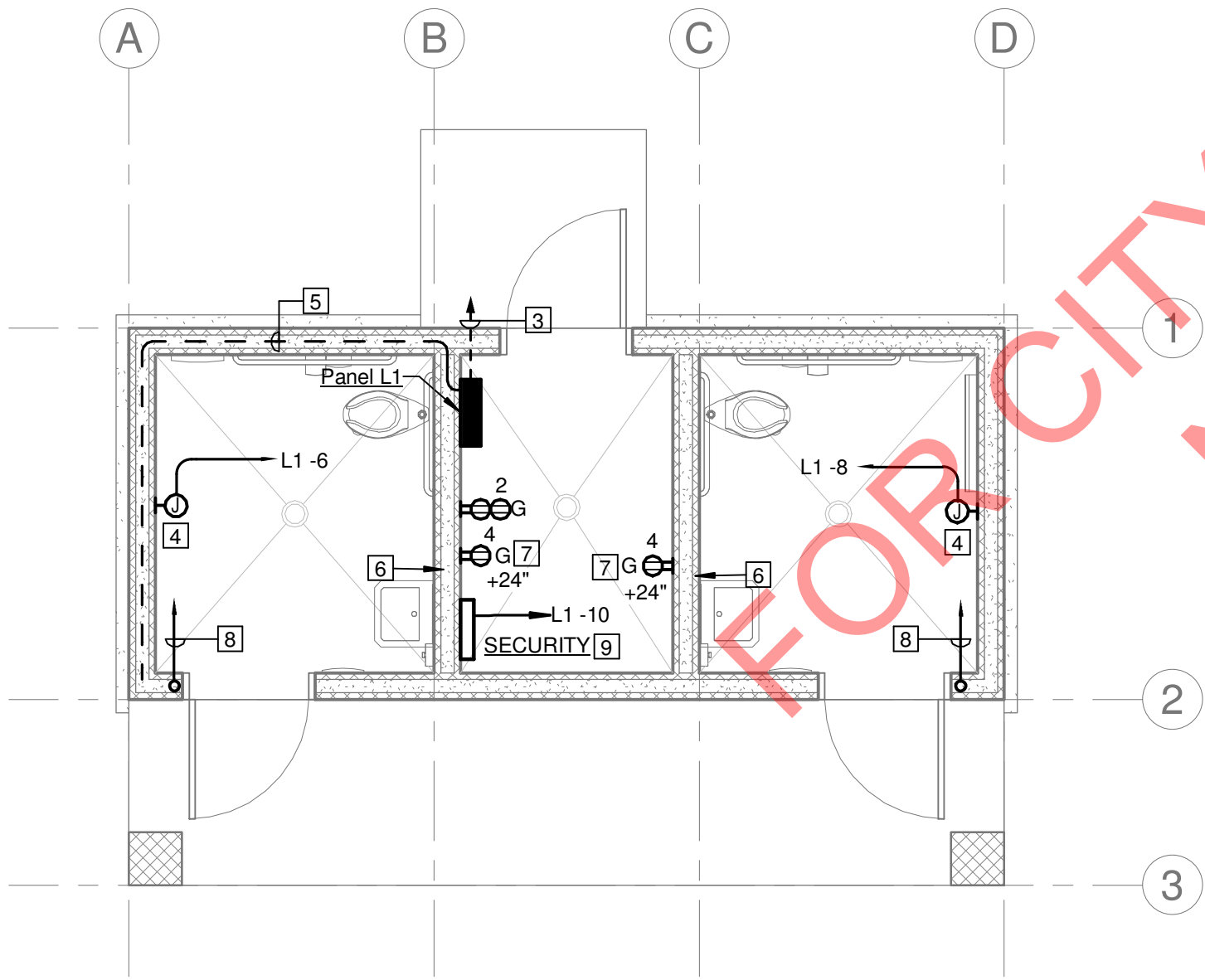
ONE-LINE DIAGRAM

SCALE: NTS



LIGHTING PLAN

SCALE: 1/4" = 1'-0"



POWER & SIGNAL PLAN

SCALE: 1/4" = 1'-0"



WMB
ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

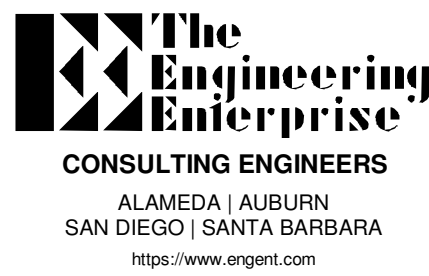
JOHN BYOUK
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

City of Roseville Parks,
Recreation & Libraries
STANDARD MASTER
STATION #2 MASTER
PLAN

Roseville, CA

WMB Project No. 20-086



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08.06.21 | PLAN REVIEW

05.13.21 100% CDs
1 08.11.21 PLAN REVIEW 1
2 08.11.21 COORDINATION



REVIEWED FOR CODE COMPLIANCE
BUILDING DIVISION
CONSTRUCTION DOCUMENTS
MUST BE ON JOB SITE
FK
08/08/2021 13:27:01
B021-3-3652

TITLE 24 COMPLIANCE

E3

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 01/20)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
This document is used to demonstrate compliance with requirements in §110.9, §110.12(c), §130.0, §130.1, §140.6, and §141.0(b)(2) for indoor lighting scopes using the prescriptive path.
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2 Report Page: Page 1 of 6
Project Address: ROSEVILLE, CA Date Prepared: 8/05/21

A. GENERAL INFORMATION
01 Project Location (city) ROSEVILLE 04 Total Conditioned Floor Area (ft²)
02 Climate Zone 12 05 Total Unconditioned Floor Area (ft²)
03 Occupancy Types Within Project (select all that apply): 06 # of Stories (Habitable Above Grade)
☐ Office ☐ Retail ☐ Warehouse ☐ Hotel/Motel ☐ School ☒ Support Areas
☐ Parking Garage ☐ High-Rise Residential ☐ Relocatable ☐ Healthcare ☐ Other (write in):

B. PROJECT SCOPE
Table Instructions: Include any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.6 or §141.0(b)(2) for alterations. WARNING: Changing the Calculation Method in this table will result in the deletion of data previously input. If you need to change the calculation method, please open a new form or use "Save As".
Scope of Work
01 My Project Consists of (check all that apply):
☒ New Lighting System
☐ Altered Lighting System
02 Conditioned Spaces
Calculation Method
03 Area (ft²)
04 Unconditioned Spaces
Calculation Method
05 Area (ft²)
348
Total Area of Work (ft²) 348

C. COMPLIANCE RESULTS
Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D, for guidance.
Allowed Lighting Power per §140.6(b) (Watts)
01 Complete Building §140.6(c)1
02 Area Category §140.6(c)2
03 Area Category Additional §140.6(c)2G (+)
04 Tailored §140.6(c)3 (+)
05 Total Allowed (Watts)
Adjusted Lighting Power per §140.6(a) (Watts)
06 Total Designed (Watts)
07 PAF Control Credits §140.6(a)2 (-)
08 Total Adjusted (Watts) *Includes Adjustments
09 Compliance Results
05 Must be ≤ 08 §140.6
Conditioned: 0
Unconditioned: 0
Table Continued

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> January 2020

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 01/20)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2 Report Page: Page 4 of 6
Project Address: ROSEVILLE, CA Date Prepared: 8/05/21

J. ADDITIONAL LIGHTING ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM
This Section Does Not Apply

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE
This Section Does Not Apply

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY
This Section Does Not Apply

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING
This Section Does Not Apply

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED ORNAMENTAL/SPECIAL EFFECTS
This Section Does Not Apply

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE
This Section Does Not Apply

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))
This Section Does Not Apply

Q. RATED POWER REDUCTION COMPLIANCE FOR ALTERATIONS
This Section Does Not Apply

R. 80% LIGHTING POWER FOR ALTERATIONS - CONTROLS EXCEPTIONS
This Section Does Not Apply

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)
This Section Does Not Apply

T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> January 2020

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 01/20)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2 Report Page: Page 2 of 6
Project Address: ROSEVILLE, CA Date Prepared: 8/05/21

Controls Compliance (See Table H for Details) COMPLIES with Exceptional Conditions
Rated Power Reduction Compliance (See Table Q for Details) Not Applicable

D. EXCEPTIONAL CONDITIONS
This table is auto-filled with unedited comments because of selections made or data entered in tables throughout the form.
Table H Indoor Lighting Controls Permit Applicant Notes:
RESTROOMS: RESTROOMS

E. ADDITIONAL REMARKS
This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. INDOOR LIGHTING FIXTURE SCHEDULE
Table Instructions: Include all permanent designed lighting and all portable lighting in offices.
Designed Wattage: Unconditioned Spaces
01 Name or Item Tag 02 Complete Luminaire Description 03 Modular (Track) Fixture 04 Small Aperture & Color Change 05 Watts per luminaire² 06 How Wattage is determined 07 Total number luminaires 08 Exempt per §140.6(a)3 09 Design Watts 10 Field Inspector
F1 SURFACE LED 40.5 Mfr. Spec² 1 40.5 Pass Fail
F2 WALL MOUNT 15 Mfr. Spec² 2 30 Pass Fail
Total Designed Watts UNCONDITIONED SPACES: 70.5

G. MODULAR LIGHTING SYSTEMS
This Section Does Not Apply

H. INDOOR LIGHTING CONTROLS (Not Including PAFs)

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> January 2020

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 01/20)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2 Report Page: Page 5 of 6
Project Address: ROSEVILLE, CA Date Prepared: 8/05/21

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at http://www2.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCL/

YES NO Form/Title Field Inspector
Pass Fail
● ○ NRCL-LTI-01-E - Must be submitted for all buildings
○ ● NRCL-LTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.
○ ● NRCL-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.
○ ● NRCL-LTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.
○ ● NRCL-LTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.

U. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE
Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and any with "A" in the form name must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: <http://www.energy.ca.gov/title24/sctcp/providers.html>
YES NO Form/Title Field Inspector
Pass Fail
● ○ NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.
○ ● NRCA-LTI-03-A - Must be submitted for automatic daylight controls.
○ ● NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.
○ ● NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).
○ ● NRCA-ENV-03-F - Must be submitted for daylighting design power adjustment factors (PAF).

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> January 2020

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 01/20)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2 Report Page: Page 3 of 6
Project Address: ROSEVILLE, CA Date Prepared: 8/05/21

Table Instructions: Please include lighting controls for conditioned and unconditioned spaces in this table. When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank.

Building Level Controls
01 Mandatory Demand Response §110.12(c) 02 Shut-Off Controls §130.1(c) 03 Field Inspector
Pass Fail

Area Level Controls
04 Area Description 05 Complete Building or Area Category Primary Function Area 06 Area Controls §130.1(a) 07 Multi-Level Controls §130.1(b) 08 Shut-Off Controls §130.1(c) 09 Primary/Skylight Daylighting §130.1(d) 10 Secondary Daylighting §140.6(d) 11 Interlocked Systems §140.6(a)1 12 Field Inspector
Pass Fail
RESTROOMS Restroom Manual ON/OFF Exempt* Occ. Sensor NA NA
13 Plan Sheet Showing Daylit Zones: NA
RESTROOMS RESTROOMS

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX Conference 1: Primary/Skylight Daylighting: Exempt because less than 120 watts of general lighting:
EXCEPTION 1 to §130.1(d)2

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS
Table Instructions: Complete the table for each area complying using the Complete Building or Area Category Methods per §140.6(b). Indicate if additional lighting power allowances per §140.6(c) or adjustments per §140.6(a) are being used.
Unconditioned Spaces
01 Area Description 02 Complete Building or Area Category Primary Function Area 03 Allowed Density (W/ft²) 04 Area (ft²) 05 Allowed Wattage (Watts) 06 Additional Allowances / Adjustment
RESTROOMS Restroom 0.65 348 226.2
TOTAL: 348 226.2 See Tables J or P for detail

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT
I certify that this Certificate of Compliance documentation is accurate and complete
Documentation Author Name: Cole Lewis Documentation Author Signature: *Cole Lewis*
Company: The Engineering Enterprise Signature Date: 08/05/21
Address: 1125 High St. CEA/HERS Certification Identification (if applicable):
City/State/Zip: Auburn, CA, 95603 Phone: 530-886-8556

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.
Responsible Designer Name: Scott Wheeler Responsible Designer Signature: *Scott Wheeler*
Company: The Engineering Enterprise Date Signed: 08/05/21
Address: 1125 High St. License: E015491
City/State/Zip: Auburn, CA, 95603 Phone: 530-886-8556

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> January 2020

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
NRCC-LTO-E
This document is used to demonstrate compliance with requirements in §110.5, §130.0, §130.2, §140.7, and §141.0(b)(2), for outdoor lighting scopes using the prescriptive path.
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2
Report Page: Page 1 of 6
Project Address: ROSEVILLE, CA
Date Prepared: 08/05/21

A. GENERAL INFORMATION
01 Project Location (city) ROSEVILLE
02 Climate Zone 12
03 Outdoor Lighting Zone per Title 24, Part 1 §10-114 or as designated by Authority Having Jurisdiction (AHJ):
12-0: Very Low - Undeveloped Parkland 12-2: Moderate - Rural Areas 12-4: High - Must be reviewed by CA Energy Commission for Approval
12-1: Low - Developed Parkland 12-3: Moderately High - Urban Areas

B. PROJECT SCOPE
Table Instructions: Include any outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)(2), for alterations.
My project consists of:
01 02
New Lighting System Must Comply with Allowances from §140.7.
Altered Lighting System Is your alteration increasing the connected lighting load (Watts)? Yes No
% of Existing Luminaires Being Altered Sum Total of Luminaires Being Added or Altered Calculation Method
FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100

C. COMPLIANCE RESULTS
Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D, for guidance.
Calculation of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)(2)
01 02 03 04 05 06 07 08 09
General Hardscape Allowance §140.7(d)(1) (See Table I) + Per Application §140.7(d)(2) + Sales Frontage §140.7(d)(2) (See Table K) + Ornamental §140.7(d)(2) (See Table L) + Per Specific Area §141.0(b)(2) (See Table N) OR Existing Power §141.0(b)(2) (See Table N) = Total Allowed (Watts) ≥ Total Actual (Watts) 07 Must be ≥ 08
395.24 + + + + + 395.24 ≥ 24 COMPLIES
Cutoff Compliance (See Table G for Details) Not Applicable
Controls Compliance (See Table H for Details) COMPLIES with Exceptional Conditions

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
NRCC-LTO-E
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2
Report Page: Page 4 of 6
Project Address: ROSEVILLE, CA
Date Prepared: 08/05/21

HARDSCAPE WALKWAY	Concrete	148	0.03	4.44	102	0.4	40.8	45.24
Initial Wattage Allowance for Entire Site (Watts):								350
Total General Hardscape Allowance (Watts):								395.24

J. LIGHTING ALLOWANCE: PER APPLICATION
This Section Does Not Apply

K. LIGHTING ALLOWANCE: SALES FRONTAGE
This Section Does Not Apply

L. LIGHTING ALLOWANCE: ORNAMENTAL
This Section Does Not Apply

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA
This Section Does Not Apply

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)
This Section Does Not Apply

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION
Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCC.
YES NO Form/Title Field Inspector Pass Fail
NRCC-LTO-01-E - Must be submitted for all buildings. Pass Fail
NRCC-LTO-02-E - Must be submitted for a lighting control system; or for an Energy Management Control System (EMCS), to be recognized for compliance. Pass Fail

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
NRCC-LTO-E
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2
Report Page: Page 2 of 6
Project Address: ROSEVILLE, CA
Date Prepared: 08/05/21

D. EXCEPTIONAL CONDITIONS
This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.
Table H. Outdoor Lighting Controls Permit Applicant Notes:
HARDSCAPE WALKWAY: OUTDOOR WALL MOUNTED
Total Hardscape Area in Table A Does not match the areas entered in Table I. Please review for compliance.

E. ADDITIONAL REMARKS
This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. OUTDOOR LIGHTING FIXTURE SCHEDULE
Table Instructions: For new or altered lighting systems demonstrating compliance with §140.7 (ie Table I has expanded for input), include all luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application in the Table below. For altered lighting systems using the Existing Power method per §141.0(b)(2), (ie Table N has expanded for input), include only new luminaires being installed and replacement luminaires being installed as part of the project scope (ie, do not include existing luminaires remaining or existing luminaires being moved).
Designed Wattage:
01 02 03 04 05 06 07 08 09 10
Name or Item Tag Complete Luminaire Description Watts per luminaire^{1,2} How Wattage is determined Total number luminaires³ Luminaire Status⁴ Excluded per §140.7(a) Design Watts Cutoff Req. ≥ 6,200 Initial lumen output §130.2(b)⁴ Field Inspector Pass Fail
SF1 WALL MOUNT Linear 12 Mfr. Spec¹ 2 Total Designed Watts: 24
* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.2(b).
¹ FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c).
² For linear luminaires, wattage should be indicated as W/ft instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 05 instead of number of luminaires.
³ Select "New" for new luminaires in a new outdoor lighting project or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.
⁴ Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output ≥ 6,200 unless exempted by §130.2(b).

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
NRCC-LTO-E
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2
Report Page: Page 5 of 6
Project Address: ROSEVILLE, CA
Date Prepared: 08/05/21

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE
Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCC.
YES NO Form/Title Field Inspector Pass Fail
NRCC-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls area added to ≤ 20 luminaires. Pass Fail

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
NRCC-LTO-E
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2
Report Page: Page 3 of 6
Project Address: ROSEVILLE, CA
Date Prepared: 08/05/21

G. CUTOFF REQUIREMENTS (BUG)
This Section Does Not Apply

H. OUTDOOR LIGHTING CONTROLS
Table Instructions: Complete this table demonstrating compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank. For each requirement in columns 02 through 04, do not leave the field blank, instead select NA or Exempt* from the dropdown list to indicate not applicable or an exemption.
Mandatory Controls:
01 02 03 04 05
Area Description Shut-Off §130.2(c)(1) Auto-Schedule §130.2(c)(2) Motion Sensor §130.2(c)(3) Field Inspector
HARDSCAPE WALKWAY Photocontrol Yes Exempt* Pass Fail
*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX: Not permitted by health & safety to be turned off; EXCEPTION 1 to §130.2(c).
HARDSCAPE WALKWAY OUTDOOR WALL MOUNTED

I. LIGHTING POWER ALLOWANCE (per §140.7)
Table Instructions: Please complete this table for areas using the allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7-A while "Use it or lose it" Allowances are per Table 140.7-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.
General Hardscape Allowance [X] Per Application [] Sales Frontage [] Ornamental [] Per Specific Area []
Table I (below) Table J Table K Table L Table M
Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (L2 2 & 3)
02 03 04 05 06 07 08 09 10
Area Description Surface Type Illuminated Area (ft²) Allowed Density (W/ft²) Area Allowance (Watts) Linear Wattage Allowance (LWA) Perimeter Length (ft) Allowed Density (W/ft²) Linear Allowance (Watts) Total General AWA + LWA (Watts)

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19)
CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE
NRCC-LTO-E
Project Name: CITY OF ROSEVILLE, RECREATION & LIBRARIES COMFORT STATION #2
Report Page: Page 6 of 6
Project Address: ROSEVILLE, CA
Date Prepared: 08/05/21

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT
I certify that this Certificate of Compliance documentation is accurate and complete
Documentation Author Name: Cole Lewis
Documentation Author Signature: [Signature]
Company: The Engineering Enterprise
Signature Date: 08/05/21
Address: 1125 High St.
CEA/HERS Certification Identification (if applicable):
City/State/Zip: Auburn, CA 95603
Phone: 530-886-8556

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.
Responsible Designer Name: Scott Wheeler
Responsible Designer Signature: [Signature]
Company: The Engineering Enterprise
Date Signed: 08/05/21
Address: 1125 High St.
License: E015491
City/State/Zip: Auburn, CA 95603
Phone: 530-886-8556

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019



WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

JOHN BYOUK

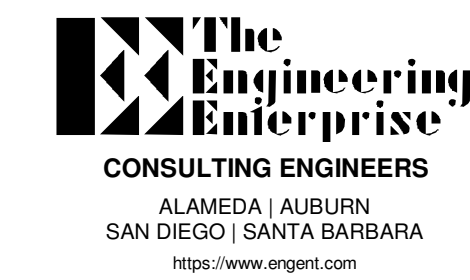
PARK
(JM-50 PARK SITE)
4651 Upland Dr.
Roseville, CA 95747

(APN 498-010-030-000)

City of Roseville Parks,
Recreation & Libraries
STANDARD COMFORT
STATION #2 MASTER
PLAN

Roseville, CA

WMB Project No. 20-086



08.06.21 PLAN REVIEW

05.13.21 100% CDs
1 08.11.21 PLAN REVIEW 1
2 08.11.21 COORDINATION



TITLE 24 COMPLIANCE

E4



COUNCIL COMMUNICATION

CC #: 3254

File #: 0704

Title: Holiday Lighting and Decoration - Contract Purchase Agreement

Contact: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution to approve a contract purchase agreement to increase the approved contract amount for Romias Enterprises LLC dba The Christmas Light Pros of Sacramento and authorize the City Manager to execute it.

BACKGROUND

In September 2020, the City of Roseville issued a Request for Proposal (RFP) for holiday lighting and decoration installation. Two proposals were submitted and based on scope of services, experience and ability to meet the requirements, staff recommended Romias Enterprises LLC dba The Christmas Light Pros of Sacramento.

The contract includes installation, removal and storage of holiday lighting and decorations throughout the Vernon Street Town Square, the City Christmas tree, Civic Center Christmas tree and the Roseville Electric Christmas tree. The contract includes maintenance services with a 24-hour response time on the lights and decorations while in use.

The original contract was approved with a not to exceed amount of \$45,000 annually and \$225,000 total for services provided over a five-year period. However, with the increase in cost for materials and additional costs due to a larger size City Christmas tree, costs have exceeded the current annual contract amount and the City has spent \$185,878 to date. As a result of the increased costs and anticipated costs for FY2023-24 and FY2024-25, the current annual contract not-to-exceed amount needs to be increased by \$5,000 from \$45,000 to \$50,000 and staff requests authority to increase the total not to exceed amount for the FY2024-25 annual contract to \$60,000, which will increase the total contract not-to-exceed amount from \$225,000 to \$245,000.

FY2024-25 is the final year of the contract with Romias Enterprises LLC dba The Christmas Light Pros of Sacramento. A new Request for Proposal will be prepared for holiday lighting and decoration services to be effective FY2025-26.

FISCAL IMPACT

The estimated cost for FY2023-24 is \$50,000. The total not to exceed annual contract approved amount for FY2024-25 is \$60,000, which makes the total not-to-exceed amount for the initial contract period and optional renewal years through FY2024-25, \$245,000. Funding is included in the approved FY2023-24 and proposed FY2024-25 budget of the Parks, Recreation & Libraries Department, Roseville Electric and Public Works Department.

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. The holiday lighting and decoration installation meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Kristi LaRoche, Recreation Superintendent

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-090

Signed CPA

RESOLUTION NO. 24-090

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROMIAS ENTERPRISES, LLC DBA THE CHRISTMAS LIGHTPROS OF SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3003367) for holiday lighting installation and decoration services, by and between the City of Roseville and Romias Enterprises, LLC dba The Christmas Light Pros of Sacramento, has been reviewed by the City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3003367

Supplier Details:

Company Romias Enterprises LLC dba The Christmas Light Pros of Sacramento
Contact Shawn Romias
Address 5545 Hemlock St

Sacramento, CA 95841

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3003367

Agreement	3003367
Agreement Date	24-OCT-2023
Change Order	3
Change Order Date	19-MAR-2024
Revision	1
Agreement Amount	50,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Romias Enterprises LLC dba The Christmas**
Light Pros of Sacramento
5545 Hemlock St

Sacramento, CA 95841

Phone: (916) 317-0738
Fax: ()
Email: info@xmaslightpros.com

Description of Labor, equipment and/or materials **AMENDMENT #1**
Contract Purchase Agreement 3003367, which was executed 7/1/2023, is hereby modified as follows:

The agreement amount is modified from \$45,000.00 to \$50,000.00. The purpose of this modification is to allow for the increase in cost for Holiday lighting installation and decoration services.

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

Please contact Alexis Priest in the Parks, Recreation and Libraries Department at 916-774-5245 or APriest@roseville.ca.us for any questions on this agreement.

*The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12184	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2023	30-Jun-2024	Sue Jessup Phone 1-916-746-1107			

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

Contract Purchase Agreement 3003367

Supplier DocuSigned by:
Signature: Shawn Romias
55EF3DBED221468...
Print Name: Shawn Romias
Title: Owner
Date: 3/21/2024

Supplier
Signature: _____
Print Name: _____
Title: _____
Date: _____

City of Roseville, A Municipal Corporation
Signature: _____
Print Name: **Dominick Casey**
Title: **City Manager**
Date: _____



COUNCIL COMMUNICATION

CC #: 3236
File #: 0203-21

Title: Citywide East Site Radio Communications Tower (RFQ 15-019) - Reject All Bids
Contact: Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to reject all bids received for Request for Quotes (RFQ) 15-019 for the Citywide East Site Radio Communications Tower project and authorize staff to rebid the project.

BACKGROUND

On March 1, 2024, the City received bids for the construction of the Citywide East Site Radio Communications Tower in response to RFQ 15-019. In the effort to clarify bid items prior to awarding the project, the scope description changed. As such, staff recommends re-issuing the bid clarifying the necessary scope.

FISCAL IMPACT

There are no fiscal impacts from these actions.

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 rejection of bids meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Andre Baranov, Project Supervisor

Jason Shykowski, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-079

RESOLUTION NO. 24-079

REJECTING ALL BIDS FOR THE
CITYWIDE EAST SITE RADIO COMMUNICATIONS TOWER PROJECT

WHEREAS, the City of Roseville requested bids for the Citywide East Site Radio Communications Tower Project; and

WHEREAS, in an effort to clarify bid items prior to awarding the project, the scope description changed; and

WHEREAS, staff plans to add clarifying language to the specifications and to advertise and open new bids; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids received for the Citywide East Site Radio Communications Tower Project are hereby rejected per staff recommendation.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3247
File #: 0900-04

Title: Fire Station #8 - Natural Gas Utility Connection Service Contract
Contact: Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute a contract with Pacific Gas and Electric (PG&E) to provide natural gas utility connection services in the amount of \$86,224.78.

BACKGROUND

The Public Works Facility Services Division is coordinating the construction of Fire Station 8. In order to connect the natural gas utility service to the station, the City is being asked by PG&E to enter into contract with them for the design, installation, and connection of the utility. The contract amount exceeds the \$75,000 Council limit.

FISCAL IMPACT

There is no additional fiscal impact with this request. Funding for the agreement will come from the previously approved budget for the project by re-directing surplus funds from the Construction Management budget line item to pay for this work.

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)).

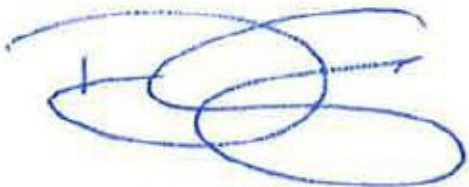
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andre Baranov, Project Supervisor

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-085

PG&E Contract

RESOLUTION NO. 24-085

APPROVING A GAS AND ELECTRIC EXTENSION AGREEMENT, BY AND
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF
ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Gas and Electric Extension Agreement, for the design, installation, and connection of natural gas utility service for the City of Roseville Fire Station #8 located at 7951 Painted Desert Drive, by and between Pacific Gas and Electric Company and the City of Roseville, has been reviewed by the City Council; and

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

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



Customer Payment Coupon

February 09, 2024

City of Roseville
2005 Hilltop Circle
ROSEVILLE, CA 95747

References	
Notification #	126746967
Contract #	50096347 V2
G16-PM #	35516844
G-Prior MLX/PM #	296098
Customer #	4282172

Customer Payment Summary

7951 PAINTED DESERT DR, ROSEVILLE

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	\$78,386.16	\$75,386.16
Non-Refundable 50 percent Discount Option for Gas and Electric	\$78,386.16	\$75,386.16
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$78,386.16	\$75,386.16
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$78,386.16	\$75,386.16

The Total Due for each payment option above includes:

Advance Credit	(\$3,000.00)
----------------	--------------

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at <https://www.pge.com/contractpayments>

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract **ONLINE**, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions?
Please Call 1-800-422-0436



126746967



Gas and Electric Extension Agreement*

February 09, 2024

City of Roseville
2005 Hilltop Circle
ROSEVILLE, CA, 95747

Dear Andre Baranov

Re: 7951 PAINTED DESERT DR, ROSEVILLE

For Internal Use

Notification #	126746967
Contract #	50096347 V2
E-PM #	
G-PM #	35516844
E-Prior MLX/PM#	
G-Prior MLX/PM#	296098
Customer #	4282172

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023, may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E			X	X						
Customer										

GAS

ELECTRIC

Total non-refundable project costs	\$78,386.15	\$0.00
Refundable extension costs	\$0.00	\$0.00
Allowances (credit)	- \$0.00	- \$0.00
Net refundable amount	= \$0.00	= \$0.00
10 YEAR REFUNDABLE OPTION		
Net refundable amount	\$0.00	\$0.00
Credit for value of design and/or facilities provided by applicant	- \$0.00	- \$0.00
Total non-refundable project costs	+ \$78,386.15	+ \$0.00
Total (if you select this option)	= \$78,386.15	= \$0.00
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	\$0.00	\$0.00
Discount: 50% of Net refundable amount	- \$0.00	- \$0.00
Credit for value of design and/or facilities provided by applicant	- \$0.00	- \$0.00
Total non-refundable project costs	+ \$78,386.15	+ \$0.00
Total (if you select this option)	= \$78,386.15	= \$0.00
Potential refund per residential lot/unit	\$0.00	\$0.00
Potential reimbursement per service completion		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
Reimbursement for other work performed	\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



126746967



Gas and Electric Extension Agreement*

2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$78,386.16 +	\$0.00 -	SEE PMT CPN =	\$78,386.16
\$78,386.16 +	\$0.00 -	SEE PMT CPN =	\$78,386.16
\$78,386.16 +	\$0.00 -	SEE PMT CPN =	\$78,386.16
\$78,386.16 +	\$0.00 -	SEE PMT CPN =	\$78,386.16

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from February 09, 2024. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Veronica Bruno at **877-743-7782** or by email at **VPB4@PGE.COM**.

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Dave Bond
Service Planning Supervisor

Customer

Agreed and accepted by:

City of Roseville, A GOVERNMENT AGENCY

Authorized Signatory Dominick Casey

Title City Manager

Signature _____

Date _____



126746967



February 09, 2024

STATEMENT OF APPLICANT'S CONTRACT
ANTICIPATED COSTS.*

Project Name: City of Roseville Fire Station #8

Project Location: 7951 PAINTED DESERT DR, ROSEVILLE

Notification Number: 126746967

PM Number(s): (Gas) 35516844 (Electric)

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of gas service: 0 Stubs:0

ELECTRIC

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of Electric service: 0

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



126746967

GAS**Gas Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$40,487.65**ELECTRIC****Electric Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$0.00**GAS DISTRIBUTION TRENCH**

Applicant: \$ _____

PG&E: \$0.00

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____
(Date) (City)

By: Andre Baranov

Print Applicant Name: City of Roseville, A GOVERNMENT AGENCY

Signed: _____

Title: Project Manager

126746967



Pacific Gas and Electric Company
Detailed Cost Sheet - Gas Distribution
and Service Extension Costs

February 09, 2024

References

Notification #	126746967
Contract #	50096347 V2
G16-PM #	35516844
G-Prior MLX/PM #	296098
Customer #	4282172

Cost Breakdown

Applicant **Andre Baranov**

Project Location/Name **7951 PAINTED DESERT DR, ROSEVILLE**

Total number of residential lots/units for this project: 0

Total number of non-residential lots/units for this project: 1

Total number of combined meters: 1

Cost of Services: ⁽⁵⁾

Engineering & Administrative Costs					<u>\$0.00</u>
Including Applicant Design Value of					<u>\$0.00</u>
Service Tie-in Cost by PG&E			(+)		<u>\$0.00</u>
Service Tie-in Cost by Applicant			(+)		<u>\$0.00</u>
Gas Metering & Regulation			(+)		<u>\$0.00</u>
Inspection Fees			(+)		<u>\$0.00</u> ⁽⁴⁾
Service Cost - PG&E installed	# Services	<u>0</u>	(+)		<u>\$0.00</u>
Service Cost - Applicant installed	# Services	<u>0</u>	(+)		<u>\$0.00</u> ⁽⁵⁾
Total Estimated Cost of Service Subject to Allowance			(=)		<u>\$0.00</u>

Cost of Service Within Allowance:

Residential Service Allowance

(not to exceed Total Estimated Cost of Service Subject to Allowance)

Water Heaters:	<u>\$1,391.00</u>	X	<u>0</u>	Units		<u>\$0.00</u>
Space Heaters:	<u>\$987.00</u>	X	<u>0</u>	Units	(+)	<u>\$0.00</u>
Oven / Range:	<u>\$84.00</u>	X	<u>0</u>	Units	(+)	<u>\$0.00</u>
Dryer Stub:	<u>\$24.00</u>	X	<u>0</u>	Units	(+)	<u>\$0.00</u>
Total Residential Service Allowance				(-)		<u>\$0.00</u> ⁽¹⁾
Excess Service Cost				(=)		<u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)				(=)		<u>\$0.00</u>
Average Cost per Lot or Unit Within Allowance						
	<u>\$0.00</u>	/	<u>0</u>	=		<u>\$0.00</u>

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

<u>\$0.00</u>	-	<u>\$0.00</u>	=	<u>\$0.00</u> ^{**}
Allowance		Ave. Cost / Unit		

Allowances

Residential:

<u>\$1,391.00</u>	X	<u>0</u>	<u>\$0.00</u>
Water Heaters:		Lots / Units	
<u>\$987.00</u>	X	<u>0</u>	<u>\$0.00</u>
Space Heaters:		Lots / Units	
<u>\$84.00</u>	X	<u>0</u>	<u>\$0.00</u>
Oven / Range:		Lots / Units	
<u>\$24.00</u>	X	<u>0</u>	<u>\$0.00</u>
Dryer Stub:		Lots / Units	

SUB TOTAL Residential Allowance			<u>\$0.00</u>
plus ITCC	<u>24%</u> Residential Allowances	(+)	<u>\$0.00</u>
TOTAL Residential Allowances		(=)	<u>\$0.00</u>
Non-Residential:	<u>\$0.00</u> / <u>0.1572</u> =		<u>\$0.00</u>
	Net Annual Revenue Cost-of-Service-Factor		
plus ITCC	<u>24%</u> Non-Residential Allowances	(+)	<u>\$0.00</u>
SUB TOTAL Non-Residential Allowances		(=)	<u>\$0.00</u>
less Residential Service Allowance:			
(	<u>0</u> X <u>\$0.00</u>) + <u>24%</u> =		<u>\$0.00</u>
	Lots/Units Ave. Cost / Unit ITCC		

Total Gas Distribution Main Extension Allowance	(=)	<u>\$0.00</u>
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Amount Subject to Refund

Engineering & Administrative Costs (includes Value of Applicant Design): \$3,421.81

Including Applicant Design Value of \$0.00

Tie-In of Distribution by PG&E	(+)	<u>\$2,773.71</u>
Gas Metering (Non-Residential Projects)	(+)	<u>\$227.31</u>
Other	(+)	<u>\$0.00</u>
PG&E installed - Cost of Distribution Main and Non-Res Svcs.	(+)	<u>\$40,487.65</u>
Applicant installed - Cost of Distribution Main and Non-Res Svcs.	(+)	<u>\$0.00</u> ⁽⁵⁾
PG&E installed - Cost of Distribution Main Trench.	(+)	<u>\$0.00</u>
Applicant installed - Cost of Distribution Main Trench.	(+)	<u>\$0.00</u> ⁽⁵⁾
Inspection Fees	(+)	<u>\$0.00</u> ⁽⁴⁾
Less Non-Residential Service Costs not Qualified for Refunds	(-)	<u>\$46,910.48</u>
Less Distribution Extension Costs not Qualified for Refunds	(-)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$0.00</u>
plus ITCC @ <u>24%</u>	(+)	<u>\$0.00</u>
Total Refundable Amount	(=)	<u>\$0.00</u>
Less Total Allowances (not to exceed Total Refundable Amount)		<u>\$0.00</u>
Balance: Net Refundable Amount	(=)	<u>\$0.00</u>

10 Year Refundable Advance Option

Balance: Net Refundable Amount		<u>\$0.00</u>
Less Credit for Value of Applicant Design Work	(-)	<u>\$0.00</u>
Less Cost of Dist. Main Ext. and Non-Res Svcs. installed by Applicant	(-)	<u>\$0.00</u> ⁽⁵⁾
Less Distribution Main Trench by Applicant	(-)	<u>\$0.00</u> ⁽⁵⁾
Net 10 Year Refundable Advance Option Amount	(=)	<u>\$0.00</u> ⁽²⁾

Non-Refundable Discount Option

Balance: Net Refundable Amount					<u>\$0.00</u>
	<u>\$0.00</u>	/	<u>0.50</u>	=	(-) <u>\$0.00</u>
	Balance		Discount Rate		
Less Credit for Value of Applicant Design Work	(-)				<u>\$0.00</u>
Less Cost of Dist. Main Ext. and Non-Res Svcs. installed by Applicant	(-)				<u>\$0.00</u> ⁽⁵⁾
Less Cost of Distribution Main Trench by Applicant	(-)				<u>\$0.00</u> ⁽⁵⁾
Net Non-Refundable Discount Option Amount	(=)				<u>\$0.00</u> ⁽²⁾

Non-Refundable Payments**Rule 16 Non-Refundable Payments**

Excess Service Costs					<u>\$0.00</u>
Non-Residential Service Costs not Qualified for Refunds	(+)				<u>\$46,910.48</u>
Service Costs Beyond Preferred Service Location	(+)				<u>\$0.00</u>
Value of Rule 16 Land Rights Costs	(+)				<u>\$0.00</u>
Value of Gas Service Trench in the Franchise Area or on 3rd Party Property	(+)				<u>\$2,110.90</u>
Inspection Fees	(+)				<u>\$0.00</u>
Rule 16 Trench Permits Obtained by PG&E	(+)				<u>\$723.60</u>
Other Non-Refundable Charges	(+)				<u>\$0.00</u>
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)				<u>\$0.00</u>
SUB TOTAL	(=)				<u>\$49,744.98</u>
Plus ITCC @ 24%	(+)				<u>\$11,938.79</u>
Other Non-Taxable Charges	(+)				<u>\$0.00</u>
Residential Per Meter Charge = 0 unit(s)	(+)				<u>\$0.00</u>
Non-Residential Per Meter Charge 1 unit(s)	(+)				<u>\$275.00</u>
Inspection Fees (not subject to ITCC)	(+)				<u>\$0.00</u>
Plus Gas Service Trench installed by PG&E on Private Property	(+)				<u>\$16,427.38</u>
Less Excess Service Facilities Installed by Applicant	(-)				<u>\$0.00</u>
Less Service Costs Beyond Preferred Location by Applicant	(-)				<u>\$0.00</u>
Less Gas Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)				<u>\$0.00</u>
Less Rule 16 Applicant Design Work Associated with Excess	(-)				<u>\$0.00</u>
Total Rule 16 Non-Refundable Amount	(=)				<u>\$78,386.15</u>

Rule 15 Non-Refundable Payments

Distribution Extension Costs not Qualified for Refunds					<u>\$0.00</u>
Inspection Fees	(+)				<u>\$0.00</u>
Re-engineering / Composite Fees	(+)				<u>\$0.00</u>
Cost of Additional Applicant Design Plan Checks	(+)				<u>\$0.00</u>
Value of Distribution Main Substructures	(+)				<u>\$0.00</u>
PG&E Land Rights Costs	(+)				<u>\$0.00</u>
Rule 15 Trench Permits Obtained by PG&E	(+)				<u>\$0.00</u>
Other Non-Refundable Charges	(+)				<u>\$0.00</u>

SUB TOTAL	(=)	<u>\$0.00</u>
Plus ITCC @ 24%	(+)	<u>\$0.00</u>
Less Cost of Distribution Main Extension Installed by Applicant	(-)	<u>\$0.00</u>
Less Cost of Distribution Main Trench by Applicant	(-)	<u>\$0.00</u>
Less Distribution Main Substructures Installed by Applicant	(-)	<u>\$0.00</u>
Less Credit for Value of Rule 15 Applicant Design Work	(-)	<u>\$0.00</u>
Total Non-Refundable Gas Rule 15 Amount	(=)	<u>\$0.00</u>
Relocation / Rearrangement of PG&E Facilities		
Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>
Engineering & Administrative Costs	(+)	<u>\$0.00</u>
Value of Relocation Applicant Design Work	(+)	<u>\$0.00</u>
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	<u>\$0.00</u>
Tie-in/Meter for Relocation/Rearrangement by PG&E	(+)	<u>\$0.00</u>
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>
Relocation/Rearrangement Land Rights	(+)	<u>\$0.00</u>
Relocation/Rearrangement Inspection Fees	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$0.00</u>
Plus ITCC @ 0%	(+)	<u>\$0.00</u>
Plus Relocation/Rearrangement - Non Taxable	(+)	<u>\$0.00</u>
D.0405055 Line Extension Costs - Residential		<u>\$0.00</u>
D.0405055 Line Extension Costs - Non-Residential		<u>\$0.00</u>
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	<u>\$0.00</u>
Less Substructures Installed by Applicant	(-)	<u>\$0.00</u>
Less Trench & Excavation Provided by Applicant	(-)	<u>\$0.00</u>
Less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>
Less Relocation/Rearrangement Salvage	(-)	<u>\$0.00</u>
Total Relocation / Rearrangement of PG&E Facilities Amount	(=)	<u>\$0.00</u>

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.



COUNCIL COMMUNICATION

CC #: 3255

File #: 0210

Title: Tax Revenue Consulting Services - Professional Services Agreement Amendment

Contact: Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the second amendment to the professional services agreement for Tax Revenue Consulting Services with Hinderliter, de Llamas & Associates dba HdL Companies, and authorize the City Manager to execute it.

BACKGROUND

On April 21, 2021, Council approved a professional services agreement with Hinderliter, de Llamas & Associates dba HdL Companies to provide transient occupancy tax administration services, short-term rental administration services, business tax administration services, and related consultant services to the City for a two-year term expiring April 20, 2023 with the option to renew the agreement for three additional years. Council approved the first amendment to the agreement on April 19, 2023. Staff seeks to renew the agreement for one year through this second amendment to the professional services agreement.

Title 4, Chapter 4.24, of the Roseville Municipal Code requires collection of the transient occupancy tax (TOT) for the privilege of occupancy in any hotel or short-term rental. Each transient is subject to and shall pay a tax in the amount of 10 percent of the rent charged by the operator. The Fiscal Year (FY) 2023-24 General Fund budget estimate for TOT revenue is \$7,250,000.

Title 4, Chapter 4.25, of the Roseville Municipal Code makes it unlawful for any person to advertise, maintain, or operate a short-term rental of a dwelling in the City of Roseville without a permit. A property owner may apply for a short-term rental permit by filing an application and paying an application fee. Property owners must also collect and remit to the City the TOT according to the Municipal Code. The FY2023-24 General Fund budget estimate for short-term rental permit revenue is \$4,300.

Title 6, Chapter 6.04, of the Roseville Municipal Code requires payment of an annual business license tax for doing business within the city limits of Roseville. The Municipal Code requires a business license be obtained when any business activity is conducted within the City, even if the business is located outside the city limits or if the business has a license from another city. Any

business based in the City must have a license as well. This includes home-based businesses, building contractors, independent contractors, short-term rentals and non-profit businesses. The FY2023-24 General Fund budget estimate for business license tax revenue is \$866,000.

Outsourcing the administration of these programs is cost effective for the General Fund and maintains a high level of customer service. Outsourcing these programs benefits residents and business by providing efficient online processing of applications 24 hours day, 7 days a week.

FISCAL IMPACT

The one-year renewal of the professional services agreement is for an annual not-to-exceed amount of \$225,000, bringing the total not-to-exceed contract amount to \$900,000. There are adequate funds available in the FY2023-24 Adopted Budget to fund this agreement. Staff will incorporate the future year cost of this agreement into the proposed FY2024-25 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines §15060(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Teri Quinlan, Accounting Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-091

PSA Amendment

RESOLUTION NO. 24-091

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND HINDERLITER, DE LLAMAS &
ASSOCIATES DBA HDL COMPANIES, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Professional Services Agreement for tax revenue consulting services, by and between the City of Roseville and Hinderliter, de Llamas & Associates dba HdL Companies, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Second 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Tax Revenue Consulting Services

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Hinderliter, de Llamas & Associates dba HdL Companies, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated April 21, 2021 and amended April 19, 2023, (“Agreement”) regarding tax revenue consulting services (“Project”); and

WHEREAS, CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period; and

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

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY is exercising its option to extend the term of this Agreement for an additional one (1) year commencing April 21, 2024 and ending on April 20, 2025, unless terminated earlier pursuant to the provisions of Paragraph 17.”

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay two hundred twenty-five thousand dollars (\$225,000), in consideration of the additional services to the Second Amendment to Agreement. This brings the total not to exceed contract amount to nine hundred thousand dollars (\$900,000).”

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 Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

HINDERLITER, DE LLAMAS &
ASSOCIATES DBA HDL COMPANIES, a
California corporation

BY:  _____
its: President/CEO

and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY: Richard Park
its: CFO
DocuSigned by:
4DD130EE7C2A4A2...

BY: CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Dennis Kauffman
DENNIS KAUFFMAN
Chief Financial Officer/Assistant
City Manager
Digitally signed by Dennis Kauffman
Date: 2024.03.25 14:16:43 -07'00'



COUNCIL COMMUNICATION

CC #: 3251

File #: 0200

Title: Tax Revenue Consulting Services - Professional Services Agreement Amendment

Contact: Nancy Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the professional services agreement with MuniServices, LLC.

BACKGROUND

On April 7, 2021, the City Council authorized the City Manager to enter into a professional services agreement with MuniServices, LLC, to provide sales tax and transactions and use tax auditing, projection, recovery, and consultant services. The agreement terms included an initial two-year term and an annual not-to-exceed amount of \$150,000 per year, or \$300,000 over the total agreement term. MuniServices, LLC's compensation is based on a portion of quarterly revenues received by the City due to their audit and recovery services.

On June 15, 2022, the City Council authorized the City Manager to amend this agreement to increase the not-to-exceed amount to \$250,000 per year because MuniServices identified a higher than anticipated amount of misallocated sales tax and transaction and use tax from their audit and recover services.

The initial two-year term of the agreement expired on April 7, 2023. The City Council authorized staff to exercise an agreement option to extend the agreement for an additional one-year period commencing on April 8, 2023, and ending on April 7, 2024.

Staff recommends exercising the agreement option to extend the agreement for an additional one-year period from April 8, 2024 through April 7, 2025.

FISCAL IMPACT

This agreement is structured to only compensate MuniServices, LLC based on the amount of additional revenues received by the City due to their audit and recovery services. The additional one-year extension will increase the total not-to-exceed amount from \$750,000 to \$1 million. The additional sales and use tax revenues that the City receives for the General Fund from these

services more than offsets the cost.

Adequate appropriations are available in the FY2023-24 approved budget to fund this amendment. Staff will incorporate the cost of this agreement into the proposed FY2024-25 budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

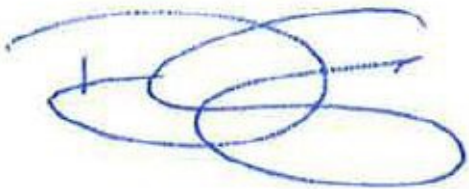
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Nancy Rothlisberger, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-087

Third Amendment to PSA

RESOLUTION NO. 24-087

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Third Amendment to Professional Services Agreement for tax revenue consulting services, by and between the City of Roseville and MuniServices, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Third 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Tax Revenue Consulting Services

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and MuniServices, LLC, a Delaware limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated April 7, 2021 and amended on June 15, 2022 and April 5, 2023 (“Agreement”) regarding tax revenue consulting services (“Project”); and

WHEREAS, CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period; and

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

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY is exercising its option to extend the term of this Agreement for an additional one (1) year commencing on April 08, 2024 and ending on April 07, 2025.”

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay two hundred fifty thousand dollars (\$250,000), in consideration of the additional services to the Third Amendment to Agreement. This brings the total not to exceed contract amount to one million dollars (\$1,000,000).”

3. The Agreement is amended by adding an additional paragraph for compliance with AB334 to read as follows:

“23. Public Contracts: Conflicts of Interest. CONSULTANT’s duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.”

4. 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 Third Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the

Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

MUNISERVICES, LLC, a Delaware
limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: _____
Chief Financial Officer

and

ATTEST:

BY:  _____
its: _____
CEO

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Dennis Kauffman
Dennis Kauffman
Chief Financial Officer/Assistant
City Manager

Digitally signed by Dennis
Kauffman
Date: 2024.03.18 12:43:13
-07'00'



COUNCIL COMMUNICATION

CC #: 3224

File #: 0400-04-04-1

Title: Community Facilities District No. 3 (Municipal Services) - Annexation No. 29 Shea Roseville Apartments - Resolution of Intention to Annex Territory

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein, City of Roseville Community Facilities District No. 3 (Municipal Services), Annexation No. 29 (Shea Roseville Apartments). Staff also recommends that Council set Wednesday May 15, 2024 at 6:00 p.m. in the Roseville City Council Chambers at 311 Vernon Street, Roseville, California as the time and place to conduct a public hearing on the annexation.

BACKGROUND

The landowner is obligated per the Development Agreement by and between the City of Roseville and Roseville Holdings, LLC, to annex into the Municipal Services Community Facilities District No. 3 (CFD 3) prior to the issuance of the first residential building permit.

The property is being annexed into CFD 3 in order to offset the property's impact on the City's General Fund resources available to pay for municipal services citywide, including the project area.

FISCAL IMPACT

The CFD 3 will generate special taxes levied on the landowner's annual property tax bill. Annexation into CFD 3 helps offset the property's impact on City General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the above-referenced resolution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-069

Proposed Boundary Map

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 24-069

**A RESOLUTION OF INTENTION TO ANNEX TERRITORY
TO COMMUNITY FACILITIES DISTRICT
AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN**

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 29 (Shea Roseville Apartments)

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings to establish Community Facilities District No. 3 (Municipal Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES
AS FOLLOWS:**

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

2. Territory Described. The name of the existing CFD is "City of Roseville Community Facilities District No. 3 (Municipal Services)." The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on August 18, 2004, in Book 3 at Page 41 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 29 (Shea Roseville Apartments) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Placer within 15 days of the date of adoption of this resolution.

3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") as described in Exhibit B to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 04-426 on September 15, 2004 (the "Resolution of Formation") and included as Exhibit B hereto. It is

presently intended that the Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes.

The special tax proposed to pay for Services to be supplied within the territory proposed to be annexed will be equal to the special taxes levied to pay for the same Services in the CFD, except that a higher or lower tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the CFD.

The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in the Resolution of Formation and included as Exhibit A hereto.

5. Hearing. Wednesday, May 15, 2024, at 6:00 p.m. or as soon as possible thereafter, at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.

6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD, including the area to be annexed to the CFD. The publication of said notice shall be completed at least 7 days before the date herein set for said hearing. The City Clerk may also cause a copy of such notice and a copy of this Resolution to be mailed to each landowner within the territory proposed to be annexed, which notice and resolution shall be mailed at least 15 days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

7. Effective Date. 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 _____ 20__ , by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

EXHIBIT A

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT No. 3 (MUNICIPAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) [herein "CFD No. 3"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 3, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 3, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. **DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Affordable Housing Director" means, at any point in time, the person within the City who services as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Parcel for which an Affordable Purchase Development Agreement or similar agreement has been recorded on title of the property designating the Unit as affordable (as determined by the City) and resulting in a deed of trust on the Parcel in favor of the City. The City's Affordable Housing Director shall determine which Units are designated as Affordable Units and maintain an Affordable

Unit Listing which shall contain all designated buildable parcels by tract and lot number. The Affordable Unit Listing shall also be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market Rate Units. The Affordable Unit Listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Special Tax for Parcels pursuant to Section C.

“Affordable Unit Assignment” means a reduction in the Maximum Special Tax for a Parcel due to the assignment of an Affordable Unit(s) to the Parcel.

“Annual Tax Escalation Factor” means an annual increase in the Maximum Special Tax following the Base Year in an amount equal to the lesser of: (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 3 as set forth in the documents adopted by the City Council when the CFD was formed.

“Base Year” means Fiscal Year 2009-10.

“City” means the City of Roseville.

“City Council” means the City Council of the City of Roseville, acting as the legislative body of CFD No. 3.

“County” means the County of Placer.

“Developed Property” means, in any Fiscal Year, both of the following:

- For Condominium Conversion Parcels, all individual Units for which an escrow has closed prior to June 30 of the preceding Fiscal Year; and
- All other Parcels of Taxable Property within the CFD for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee or successor.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Designation” means the land use designated to be built on a particular Parcel based on reference to an adopted community plan or specific plan or, to the extent that such a plan has not been approved for a Parcel, to the City’s general plan.

“Market Rate Unit” means a Unit that is not an Affordable Unit.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Public Property” means any property within the boundaries of CFD No. 3 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means any tax levied to pay for Authorized Services.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Zoning Designation” means, for a particular Parcel, the designation of zoning for the Parcel based on the zoning map symbols set forth in the City’s zoning ordinance or, if the designation is inconsistent with the City’s zoning ordinance, as determined by the Administrator.

B. CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within CFD No. 3. The Administrator shall then identify the Land Use Designation for each Parcel of Developed Property to determine the appropriate Maximum Special Tax pursuant to Section C below. If a Land Use Designation has not been assigned to a Parcel of Developed Property, the Administrator shall determine the Zoning Designation for the Parcel and reference Table 1 below to determine the Maximum Special Tax associated with that Zoning Designation. If the Zoning Designation for the Parcel applies to more than one Land Use Designation as reflected in Table 1, the Administrator shall determine the appropriate Maximum Special Tax rate for the Parcel by identifying the Maximum Special Tax shown in Table 1 for the land use category that is most similar to the land use that will be built on the Parcel.

For Single Family Attached Property or multi-family property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Condominium Parcels, the Administrator shall also determine the date of which escrow closed for any Units that were sold to individual buyers in the prior Fiscal Year.

For Parcels with a Land Use Designation of Residential, Mixed Use; Village Center – Medium Density Residential; Village Center – High Density Residential; or Commercial, Mixed Use, the Administrator shall determine whether (i) residential units that have been or will be built on the Parcel will be offered for sale to individual home buyers and (ii) a separate Assessor's Parcel number will be assigned to the airspace parcel associated with each residential unit. Once separate Parcel numbers have been assigned to the residential airspace Parcels, the Administrator shall assign a Maximum Special Tax to the airspace Parcel for each residential unit. In addition, the Administrator shall tax the commercial land uses on the Parcel using the Maximum Special Tax for the appropriate commercial Land Use Designation in Table 1 below. The acreage to be used to calculate the Maximum Special Tax on the commercial uses shall be the full land area of the underlying Assessor's Parcel on which the residential and commercial land uses are located.

Upon recordation of each Final Map creating Single Family Detached Property and/or Single Family Attached Property, the ECS Director is to determine the number of Affordable Units included within the Final Map. When building permits are issued for the Affordable Units designated on each Parcel, the Administrator shall reduce the Maximum Special Tax for each Affordable Unit to fifty percent (50%) of the Maximum Special Tax that applies to the Market Rate Units with the same Zoning Designation. After May 1 of each Fiscal Year, the Administrator shall obtain the Affordable Unit Listing from the Affordable Housing Director to confirm which Parcels qualify for an Affordable Unit Adjustment in the following Fiscal Year.

C. MAXIMUM SPECIAL TAX

All Taxable Property within the CFD shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in Table 1 below but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 3:

Table 1 Maximum Special Taxes		
Land Use Designation	Zoning Designation	Maximum Special Tax (Fiscal Year 2009-10) *
Low Density Residential (LDR)	R1	\$342.00 per Unit
Medium Density Residential (MDR)	RS R2	\$200.00 per Unit
High Density Residential (HDR)	R3	\$100.00 per Unit
Community Commercial	CC	\$932.00 per Acre
General Commercial	GC	\$932.00 per Acre
Highway Commercial	HC	\$932.00 per Acre
Regional Commercial	RC	\$932.00 per Acre
Central Business District	CBD	\$932.00 per Acre
Business Professional	BP, MP	\$801.00 per Acre

* Beginning July 1, 2010 and each July 1 thereafter, the Maximum Special Taxes shown above shall be adjusted by applying the Annual Tax Escalation Factor. The Maximum Special Tax for Affordable Units within a particular Zoning Designation shall be fifty percent (50%) of the amount shown above for that Zoning Designation, as adjusted by the Annual Tax Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 3. The Special Tax for CFD No. 3 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 3 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

AMENDED MAXIMUM SPECIAL TAX RATES

COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)
ANNEXATION NO. 29 (SHEA ROSEVILLE APARTMENTS)

Planned Land Uses	(Base Year FY 2023/24) Maximum Special Tax Rates*	Units/Acres	Anticipated FY 2023/24 Maximum Special Tax if Built Out
Low Density Residential	\$528.35 per unit		
Medium Density Residential	\$308.97 per unit		
High Density Residential	\$154.49 per unit	4	\$618
High Density -Affordable	\$77.24 per unit	352	27,190
Commercial	\$1,439.82 per acre		
Business Professional	\$1,237.44 per acre		
Total Maximum Special Tax			\$ 27,808

*The Maximum Special Tax following the Base Year (FY 2023-24) will increase in an amount equal to the lesser of; (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

If, in any Fiscal Year, the Land Use of a Property is not listed in Section C, the Maximum Special Tax for each such Parcel shall be determined by the Administrator based upon (i) the Special Tax per unit or acre for other District Properties having similar land use designations or (ii) a new Maximum Special Tax rate suitable for the Land Use, whichever is greater.

EXHIBIT B

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT No. 3 (MUNICIPAL SERVICES)

LIST OF AUTHORIZED SERVICES

The Community Facilities District No. 3 (Municipal Services) (the “CFD”) shall include the City services authorized under Section 53313 of the Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the “Act”), which include the following services, to the extent that such services are in addition to those provided in the territory of the CFD before the CFD was created (or, as to territory which may be annexed to the CFD, before such territory was annexed to the CFD.) In accordance with Section 53313 of the Act, the additional services may not supplant services already available within the territory when the district was created.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services are limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities, subject to the limitations contained in Section 53313 of the Act.
- (d) Maintenance of parks, parkways, and open space.
- (e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act.

PROPOSED BOUNDARY MAP
SHEA ROSEVILLE APARTMENTS
ANNEXATION MAP No. 29 OF
COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)

BEING A PORTION OF SECTIONS 23 AND 26 OF TOWNSHIP 11 NORTH,
RANGE 6 EAST, M.D.M. AND ALSO BEING A PORTION OF SHEA CENTER
ROSEVILLE
AS RECORDED IN BOOK 32 OF MAPS AT PAGE 12,
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "AMENDED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES), CITY OF ROSEVILLE, COUNTY OF
PLACER, STATE OF CALIFORNIA," FILED THE 18TH DAY OF AUGUST, 2004, AS DOCUMENT NO.
2004-0108942 IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT
PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF
CALIFORNIA, WHICH THIS ANNEXATION MAP EXISTS.

CITY CLERK'S MAP STATEMENT
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION
NO. 29 TO COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES) CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY
OF ROSEVILLE, AT A MEETING THEREOF, HELD ON THE DAY OF _____, 20____, BY ITS
RESOLUTION NO. _____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE
OF CALIFORNIA THIS ____ DAY OF _____, 20 ____.

BY: _____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

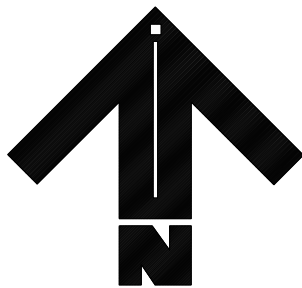
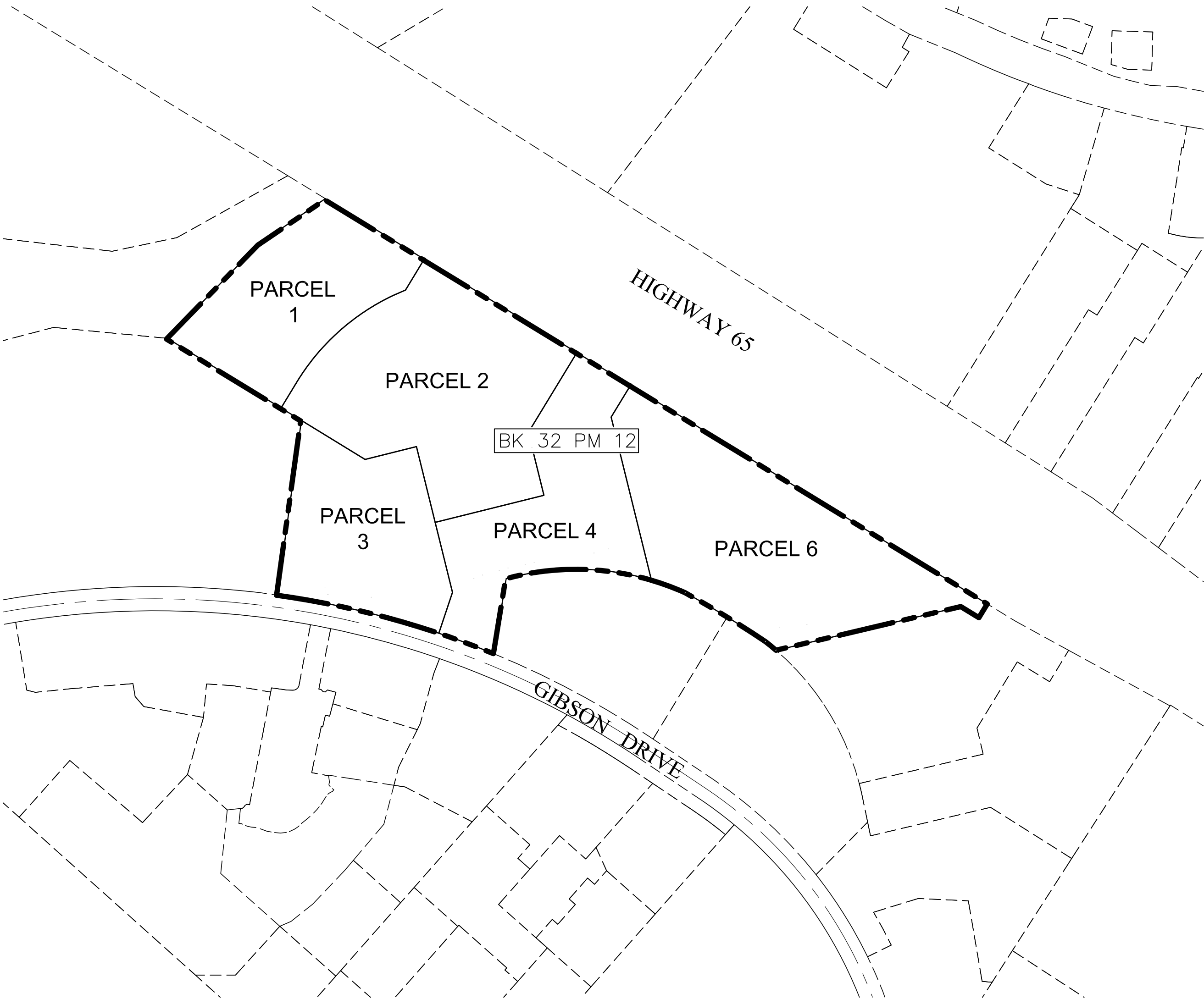
RECORDER'S STATEMENT
FILED THIS ____ DAY OF _____, 20 ____ AT THE HOUR OF ____ O'CLOCK ____ M. IN
BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____.
IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

BY: _____
COUNTY RECORDER,
COUNTY OF PLACER

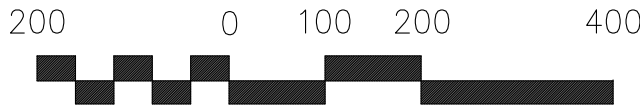
FEBRUARY 2024



1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661
916.786.0685



1"=200'



- LEGEND**
- PROPOSED CFD BOUNDARY (ANNEXATION 29)
 - PARCELS WITHIN ANNEXATION
 - ADJOINING PROPERTY LINES



COUNCIL COMMUNICATION

CC #: 3228
File #: 0206-03

Title: City of Roseville Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982
Contact: Jeannine Thrash, 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the changes to the City of Roseville Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982, effective April 3, 2024.

BACKGROUND

In 2019, the City Council approved the current version of the City of Roseville Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982. Staff recently worked with the City's municipal advisor and bond counsel to recommend nonsubstantive edits to the document. The recommended update revises the language in the document to help clarify the meaning of the policy and align it with established City practices.

FISCAL IMPACT

The update to the Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982 will not have any impact of 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. Adoption of financial policies meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-073

Amended Goals and Policies - Redline

Amended Goals and Policies

RESOLUTION NO. 24-073

ADOPTING THE AMENDED GOALS AND POLICIES CONCERNING THE USE OF
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

WHEREAS, in 2019, the City Council adopted the current version of the City of Roseville Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982; and

WHEREAS, staff worked with the City's municipal advisor and bond counsel to make nonsubstantive edits to help clarify the meaning of the policy and align it with established City practices; and

WHEREAS, the amended Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982 have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amended Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982 are hereby adopted.

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



Goals and Policies
Concerning Use of
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982



Effective ~~February 20, 2019~~ April 3, 2024

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INTRODUCTION

The purpose of these Goals and Policies is to establish for the City of Roseville (the “City”) a set of guidelines for the formation and administration of Community Facilities Districts (also referred to as “CFDs” or “Districts”). The underlying principles behind the proposed policies are public interest and benefit, fairness to current and future property owners and homeowners, avoidance of future failure of the project and/or property owner protest, protection of the City's financial position, and reimbursement to the City of its incurred expenses.

Community Facilities District laws are found in the Mello-Roos Community Facilities Act of 1982 in the California Government Code, beginning at Section 53311 (the “Mello-Roos Act”). These Goals and Policies are adopted by the City in compliance with Section 53312.7 of the Mello-Roos Act.

1. GOALS & POLICIES

The City has developed the following Goals and Policies on financing facilities and/or services through the formation of Community Facilities Districts, including financing public facilities through the issuance of debt to be repaid from proceeds of special taxes levied within the districts. It is the City's goal to support projects which address a public need and provide a public benefit. Proposed projects requesting Community Facility District debt financing will be evaluated to determine if such financing is financially viable and in the best interest of the City and current and future City and project residents.

The City may consider facilities or services District formation on its own initiative and also will consider developer or property owner initiated applications requesting the formation of Community Facilities Districts and the issuance of bonds to finance eligible public facilities necessary to serve newly developing commercial, industrial and residential projects in the following instances:

- (1) When tax-exempt financing of project public facilities will result in a significant public benefit; and/or
- (2) When the City has negotiated and executed a Development Agreement addressing project implementation; and/or
- (3) When City-based needs and circumstances warrant financing Public Services or Public Facilities through a Special Tax to provide significant public benefit.

Generally, community serving public facilities will be eligible for this tax-exempt financing program. Facilities will be financed and Districts formed in accordance with the then current provisions of the Mello-Roos Act, or any other methodology legally available to the City to finance such improvements.

Each time public facilities are to be built or accepted by the City, or a Community Facilities District is formed for the benefit of a development project, and if maintenance requirements will exceed normal City standards and/or if City services will need to be expanded to facilitate the project, the City will require the creation of a maintenance/services District or Home/Property Owners Association suitable to provide such needs. The City may also annex projects into existing maintenance/services Districts. The maintenance or services District may be established pursuant to the provisions of the Mello-Roos Act, or any other methodology legally available to the City to finance such maintenance. The purpose of the services/maintenance District is to fund the ongoing costs of parks and open space, public landscaping, police and fire protection services and library services and maintenance not funded by other sources; and/or to pay for any unfunded ongoing City maintenance or service costs associated with a development project in the City, all in accordance with the Mello-Roos Act and the formation documents for each particular District.

Existing neighborhoods may petition the City for the use of financing to fund local or neighborhood serving Public Services and/or Public Facilities in accordance with the Mello-Roos Act.

The City shall make the determination as to whether a proposed District shall proceed under the provisions of the Mello-Roos Act, or any other methodology legally available to the City to finance improvements, services or maintenance. The City may confer with consultants and the Applicant to learn of any unique District requirements such as facilities or services serving the regional area or long-term development phasing prior to making any final determination.

All City and consultant costs incurred in the evaluation of new development, District applications, and the establishment of Districts will be paid by the Applicant(s)/petitioner(s) by advance deposit increments. The City shall not incur any non-reimbursable expense for processing Community Facilities Districts. Expenses not chargeable to the District shall be borne by the Applicant(s)/petitioner(s).

The City has established a Schedule of Maintenance Costs and Charges applicable to new development projects in the City, which provides a uniform set of City costs associated with the ongoing operations, maintenance, and administration of services provided within new development areas that can be financed by the levy of Special Taxes in maintenance/services Districts. The City will update this Schedule by Resolution from time to time to ensure new development projects continue to self-fund the prevailing costs incurred to provide annual and ongoing services in these new areas, as well as pay for the ongoing administration of Districts formed in such areas.

In addition to forming and administering its own Districts, the City may also permit the formation of Community Facilities Districts on land in the City and on its behalf by joint powers authorities of which the City is a member, such as through the California Municipal Finance Authority's Bond Opportunities for Land Development (BOLD) program.

2. DEFINITIONS

Unless the context otherwise requires, the terms employed in these Goals and Policies shall have the meanings specified below:

“Applicant” means a developer or other person requesting formation of a District.

"City" means the City of Roseville.

“Community Facilities District” or "District" means a Community Facilities District formed under the Mello-Roos Act.

“Pay-As-You-Go Basis” means the use of annual and/or one-time special tax revenues to directly fund the acquisition, construction, or improvement of Public Facilities, or to fund other authorized costs of a District.

“Public Facilities” means improvements authorized to be constructed or acquired under the Mello-Roos Act including, but not limited to, costs for specified capital facilities imposed by public agencies as a condition to approval of the development encompassed by the District or as a condition to service the District, which may include, but is not limited to, infrastructure improvements such as major streets and arterials; highway improvements and freeways; freeway interchanges; right of way acquisitions; bridges, water, sewer and drainage improvements; landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks; wetlands; electrical conduits; transit improvements; and other improvements as which are defined as authorized improvements under the Community Facilities District(s) selected by the City or any ordinance adopted by the City.

“Public Services” means services eligible for District financing provided for in the Mello-Roos Act, and for new development will particularly include those which benefit properties within a proposed development or area of the City subject to the special tax or the City at large and may include reserves for replacement of equipment facilitating maintenance and operation of the included City services, all as further specified in the Mello-Roos Act.

“Special Tax” means tax(es) authorized to be levied by the City on behalf of a District on property within the boundary of the District.

"Value" or “Fair Market Value” means the amount of cash or its equivalent which a property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of a difficulty of the other, both having knowledge of all of the uses and purposes to which the property is adapted, and for which it is capable of being used and of the enforceable restrictions upon its uses and purposes.

3. ELIGIBLE PUBLIC FACILITIES AND SERVICES

Public Facilities eligible for District financing are those improvements which benefit properties within a proposed development, and/or will mitigate impacts of that development upon areas of the City outside the proposed development and/or are otherwise determined by the City to be authorized improvements for a District, and which will be owned, operated and maintained by the City or another public agency as approved by the City.

The City has final determination as to any facility's eligibility for financing as well as the prioritization of facilities to be included within a financing District. Generally, "in-tract" (i.e., local streets) improvements will not be considered eligible.

If a school is financed, the school district's goals and policies, if any, including its priority access policy will be coordinated with the formation of a District.

Public Services eligible for District financing are those types of services and maintenance activities which benefit properties within a proposed development or area of the City subject to the Special Tax as determined by the City, subject to the limitations and other requirements specified in the Mello-Roos Act.

4. VALUE-TO-LIEN RATIO

The City may sell bonds for the District only if it determines that the value of the real property that would be subject to the special tax to pay debt service will be at least three (3) times the principal amount of the bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax or bonded special assessment. Such determination will be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal of the subject property made in a manner consistent with policies of the City. Requirements of a higher value to lien ratio may be imposed by the City and will be determined by City staff with recommendations from bond counsel, financial advisor, and the underwriter, with consideration of the facts pertaining to each particular project, including diversification of land ownership. Each project will be considered on its own merits. Additionally, the aggregate value to lien ratio of parcels responsible for no more than five percent (5%) of the ~~parcels expected to be subject to~~ special taxes to pay debt service shall be below 3:1 or such higher ratio as determined by the City. The City may allow exceptions to its value to lien ratio requirements in accordance with the Mello Roos Act if it finds and determines that the proposed bonds do not present any unusual credit risk due to the availability of credit enhancements or for other reasons determined by the City.

The appraisal shall be coordinated by, under the direction of, and addressed to the City. All costs associated with the preparation of the appraisal report shall be paid by the Applicant through the advance deposit mechanism. The appraisal shall be conducted in accordance with criteria, standards and assumptions established by the City, based upon the recommendations for each specific project received from the underwriter and financial advisor designated by the City. In every case, the appraisal shall reflect recognized appraisal standards for land-secured bond

financing. The City prefers that the appraisal be prepared in accordance with the recommendations of the California Debt and Investment Advisory Commission as contained in the Appraisal Standards for Land-Based Secured Financings, and deviations therefrom will only be considered upon recommendation from bond counsel, financial advisor, the underwriter and/or the appraiser, with consideration of the facts pertaining to each particular project. The appraised land value should include the value attributable to, and assuming, the Public Facilities to be financed by the bonds being issued for the District have been completed.

5. MARKET ABSORPTION STUDY

The City may require a market absorption study, and may retain a consultant to prepare a report to verify market absorption assumptions and projected sales prices of the properties subject to the special taxes in the District. The study, if required, shall include an estimate of the total number of units, land uses and rate of absorption, and will be used as a basis for verification that sufficient revenues can be generated, and to determine if the financing of the infrastructure and public facilities is appropriate given the projected level and pace of development. All City and consultant costs incurred for this study will be paid by the Applicant by advance deposit or out of special taxes or bond proceeds.

The study will also be provided to the appraiser for use in the appraisal process. The market absorption study should be completed prior to completion of the appraisal, and the appraisal shall take into consideration and reasonably reconcile to the conclusions of the market absorption study or include reasons for significant alternate conclusions.

6. SECURITY

For new development, the Applicant or property owner must demonstrate its financial plan and ability to pay all special taxes before full build-out has taken place to the satisfaction of the City. Additional security such as credit enhancement may be required by the City in its sole discretion in certain instances.

If the City requires letters of credit or other credit enhancement, the credit enhancement shall be issued by an institution in a form and upon terms and conditions satisfactory to the City. All fees payable on the letter of credit or other security shall be the sole responsibility of the District Applicant or developer, not the City or District. Any security required to be provided by the Applicant shall be discharged by the City upon the opinion of a qualified appraiser retained by the City that the value-to-lien ratio has reached an acceptable level as determined by the City or upon meeting other credit criteria established by the City.

As an alternative to providing security, depending on circumstances:

- A. A portion of the bond proceeds may be placed in escrow with a corporate agent in an amount sufficient to assure an acceptable value-to-lien ratio is reached on the

escrowed proceeds. The escrowed proceeds shall be released at such times and in such amounts as will assure an acceptable value-to-lien ratio with regard to the aggregate outstanding bonds and other covenants; or

- B. The bonds may be issued in series with each series in an amount sufficient to assure an acceptable value-to-lien ratio with regard to the aggregate outstanding bonds and other covenants.

7. SPECIAL TAX FORMULA

The special tax formula for each District shall adhere to the following requirements:

- A. The maximum special tax shall include the annual costs incurred by the City to administer the District, including debt service, City and County administrative expenses, and delinquency coverage in an amount determined appropriate by City staff.
- B. The special tax formula shall establish tax rates which correspond to the expected land use designation of each parcel.
- C. The special tax formula shall be structured to ensure sufficient funds to pay for annual debt service and administrative expenses of the District.
- D. A backup special tax or other mechanism to protect against changes in densities resulting in insufficient annual special tax revenues to pay annual debt service and administrative expenses shall be required.
- E. The City may, at its sole discretion, provide for an annual escalation factor, not to exceed two percent (2%) of the Maximum Special Tax for Facilities Districts with residential parcels (bonded) in effect for the prior fiscal year. For Services Districts (non-bonded) or non-residential Districts, the City may provide for an annual escalation factor, not to exceed four percent (4%) of the Maximum Special Tax in effect for the prior fiscal year.

The maximum annual special tax submitted to the qualified electors of the CFD, when added together with all the annual payment requirements of overlapping debt and bonded assessments, and ad-valorem property taxes, shall not exceed one and three-fourths percent (1.75%) of the anticipated (as developed) Fair Market Value of the subject properties, based on ~~projected~~ home prices at time of bond sale projected to be in effect as of the date bonds are expected to be issued, however City staff may allow for a limit of more than one and three-fourths percent (1.75%) at the ~~Finance Director~~ Assistant City Manager/Chief Financial Officer's discretion.

The City shall retain a special tax consultant to prepare a report which:

- A. Recommends a special tax formula for the proposed CFD.

- B. Evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes, and assessments on the properties within the CFD. The rates and method of apportionment of special taxes shall be designed to ensure sufficient revenues are produced in case of final development at lower densities than anticipated.
- C. Consultants of the City for the District shall comply with the existing policies of the Fair Political Practices Commission and the California Government Code.

For bonded Districts the City may retain a Financial Advisor who will review the special tax formula and other financial documents to determine that the documents have been prepared in a manner that does not adversely impact the City's financial position, District bonding capacity or credit rating. The Financial Advisor will confirm the findings of the Special Tax Consultant that the proposed Special Taxes are sufficient to fund all the future costs of the District. Costs incurred for these consultants will be paid by the Applicant(s) by advance deposit increments and may be reimbursed from bond proceeds or Special Tax collections.

8. TERMS AND CONDITIONS OF BONDS

All terms and conditions of the bonds shall be established by the City, and included in the Fiscal Agent Agreement. The City or a designated fiscal agent will control, manage and invest all District-issued bond proceeds designated for use on improvements. Each bond issue shall be structured to adequately protect bond owners and to not adversely impact the bonding capacity or credit rating of the City through the special taxes or assessments, credit enhancements, foreclosure covenant and reserve fund. Unless otherwise authorized by the City, the following shall serve as bond requirements:

- A. If required, a reserve fund amount equal to the lesser of ten percent (10%) of the initial bond principal, or maximum annual debt service on the bonds, or one hundred twenty-five percent (125%) of average annual debt service, or as otherwise provided by Federal tax law. If agreed by the City and the Underwriter, a Surety may be purchased in lieu of a funded reserve.
- B. The Special Taxes shall be levied for the first fiscal year following the sale of the bonds or at the end of capitalized interest period. Interest may be funded (capitalized) during a period not to exceed twenty-four (24) months, as determined by the ~~Finance Director~~Assistant City Manager/Chief Financial Officer.
- C. The repayment of principal shall begin on the earliest principal payment date for which sufficient special tax revenues can be made available after the end of the

capitalized interest period, or otherwise as determined by the ~~Finance Director~~Assistant City Manager/Chief Financial Officer to be appropriate.

- D. The City may consider an increasing annual ~~debt service~~maximum Special Tax by two percent (2%) per year, per Section 53321 of the Mello-Roos Act, for the term of the bonds. Determination of this shall be made by the ~~Finance Director~~Assistant City Manager/Chief Financial Officer.
- E. The maximum Special Tax shall be established to ensure that the annual revenue produced by levy of the maximum special tax shall be equal to at least one hundred ten percent (110%) of the corresponding annual debt service.
- F. Prior to the issuance of the bonds, the City may authorize its bond counsel to commence and process to final judgment an action establishing the validity of the proceedings, Special Tax and issuance of bonds, as determined appropriate by the City and such bond counsel.
- G. In instances where multiple series of bonds are to be issued, the first series shall include Public Facilities of highest priority as determined by the City to be appropriate for initial development.
- H. All statements and materials related to the sale of bonds shall emphasize and state that neither the good faith, nor the taxing power of the City, is pledged to security or repayment of the bonds. The sole source of revenues to secure bonds are Special Taxes.

9. DISTRICT COSTS, DEPOSITS AND REIMBURSEMENTS

All City and consultant costs incurred in the formation, evaluation and administration of District applications and the establishment of Districts will be paid by the Applicant by advance deposit increments. The City shall not incur any non-reimbursable expenses for processing and administering Districts. Expenses not chargeable to the District shall be directly borne by the Applicant.

Funds to reimburse costs and expenses incurred by the City shall be billed to the Applicant and the Applicant shall pay each invoice within sixty (60) calendar days of receipt of such notice. If the Applicant fails to make any payment of funds for the proceedings, the City may suspend all proceedings until receipt of such additional deposit.

For Districts financing facilities, except as otherwise provided herein, the Applicant shall be entitled to reimbursement for reasonable costs and expenses incident to the construction of the Public Facilities as provided under the Mello-Roos Act , provided that all such costs and expenses are determined by the City to be necessary and reasonable.

The Applicant or property owner shall not be entitled to reimbursement from bond proceeds for any of the expenses specified as follows:

- A. In-house administrative and overhead expenses incurred by the Applicant not authorized by the City;
- B. Interest expenses incurred by the Applicant on moneys advanced or expended during the proceedings and construction of Public Facilities; and
- C. Any other costs and expenses incurred by the Applicant which are not otherwise authorized for reimbursement under the Mello-Roos Act.

Neither the City nor the District shall be required to reimburse the Applicant or property owner from any funds other than the proceeds of bonds issued by the City for a District and pay-as-you-go Special Taxes. The use and terms of any pay-as-you-go reimbursement shall be at the discretion of the City's ~~Finance Director~~Assistant City Manager/Chief Financial Officer or such other person or persons as may be designated.

10. AGREEMENTS

Agreements will be prepared incidental to District formation proceedings in a form satisfactory to the City and consistent with these policies. These agreements may include, but not be limited to:

- A. Funding, Construction and Acquisition and Shortfall Agreement;
- B. Joint Community Facilities Agreements with any other public agency entitled to receive any portion of the bond proceeds or entitled to own and operate any of the public facilities financed by bond proceeds; and
- C. Deposit and Reimbursement Agreement.

As a condition to the issuance and sale of bonds, all of the agreements specified shall be duly approved and executed by the parties thereto. Prior to execution of any agreements, such agreements shall be reviewed and approved by bond counsel and the City Attorney, who shall determine if each agreement shall also be approved by the City Council. Agreement approval by the City Attorney shall be indicated thereon when appropriate.

11. USE OF CONSULTANTS

The City shall have the sole discretion as to selection of consultants and determination of fees and expenses of all consultants necessary for the formation of the District and the issuance of bonds, including the underwriter(s), bond counsel, financial advisor, appraiser, trustee, paying agent, market absorption study consultant, and the special tax consultant after reasonable consultation with the Applicant. Prior consent of the Applicant shall not be required in the determination by the City of the consulting and financing team.

The City shall also be responsible for determining the structure of the bonds to be issued, including the method of sale (negotiated or competitive), the need for bond ratings, investment of bond proceeds, and all other terms and conditions incidental to structuring and closing a bond issuance and distribution of proceeds, including pay-as-you-go funding, if any, in the form of reimbursement to developer from excess (after debt service and District administration) special tax collections, or otherwise as determined by the ~~Finance Director~~Assistant City Manager/Chief Financial Officer or such other person or persons as may be designated.

12. ACQUISITION PROVISIONS

The City, at its sole discretion, will determine the facilities to be acquired and the method of determining reasonable acquisition costs, which shall be set forth in the Funding, Construction and Acquisition and Shortfall Agreement. Applicable bidding and prevailing wage requirements are extensive and will be addressed during the preparation of the Funding, Construction and Acquisition Agreement.

13. DISCLOSURE TO PURCHASERS

The Applicant or property owner will be required to demonstrate to the satisfaction of the City that, to the best of their abilities, there will be full disclosure of the Special Taxes to prospective purchasers of property including interim purchasers and sales to merchant builders. In addition to all requirements of law, the City may require the Applicant to provide additional disclosure of such information as the City deems appropriate to the purchasers of property within the District, with respect to the existence of the District, maximum and/or backup special taxes to be levied within the District, facilities to be constructed, the foreclosure process and the terms and conditions of bonds issued on behalf of the District. Such disclosure shall include home buyer notifications requiring signature prior to home purchases, as well as methods to notify subsequent home purchasers.

Upon request, the Finance Department will provide a “Notice of Special Tax” to sellers of real property subject to the levy of special taxes as required by Government Code Section 53340.2.

14. PROPERTY OWNER SUPPORT

In the instance of multiple property owners, the Applicant shall be required to produce letters evidencing other property owners' support for the scope and establishment of the District as an attachment to the application. The Applicant must have concurrence of 2/3 vote of the property owners to be included in a Community Facilities District, unless the City accepts moving forward based on special circumstances.

15. LAND USE APPROVALS

Properties proposed for inclusion in a District must possess a land use determination such that proposed development land use and specific facility requirements can support the proposed special tax. The City will accept applications for Mello-Roos Act financing for residential properties primarily when they are included in an approved specific plan or City planning area.

16. APPLICATION PROCESS

Early communication with the City is encouraged to assist Applicants in evaluating the feasibility of available financing programs and to discuss program procedures.

1. PREAPPLICATION CONFERENCE: Applicant meets with City to discuss the proposed project and application procedures.
2. PROJECT REVIEW: Applicant and City staff meet to discuss initial application, including any issues raised and further information that might be required. If necessary, Applicant submits revised application.
3. PROJECT INITIATION: Applicant, staff and consultants meet to determine preliminary project schedule and begin work necessary to initiate District formation.
4. PROJECT IMPLEMENTATION: The resolution of intention is approved by Council action in order to move forward to the formation hearing. Once the District is formed, bonds can be issued (if forming a District for Public Facilities).

17. APPLICATION OF GOALS AND POLICIES

The City may find that a waiver of any of the above stated policies is reasonable given identified City benefits to be derived from such waiver. Such waivers may be granted with or without action of the City Council, as determined appropriate by the ~~Finance Director~~Assistant City Manager/Chief Financial Officer. Approval by the City Council of formation of a District and/or issuance of bonds for a District constitutes a determination that a District conforms to the

provisions of these Goals and Policies and, if applicable, that a waiver of any provision hereof is appropriate, and shall be conclusive evidence of such conformity.

These Goals and Policies may be reviewed and may be amended from time to time, as determined by the City to be appropriate in the light of changing conditions affecting the City and its real estate market and changes in practices among other communities in the region.

ATTACHMENT 1

GOVERNING LAW: California Government Code, beginning at Section 53311, Mello-Roos Community Facilities District Act of 1982, available online.

INFORMATIONAL SUMMARY OF MELLO-ROOS COMMUNITY FACILITIES DISTRICT FORMATION PROCESS

A Community Facilities District (CFD) is a legally constituted governmental entity created for the purpose of financing public facilities and services. It is similar in effect to an Assessment District except that the resulting security for debt in an Assessment District is a fixed lien assessment, while under a CFD it is an annual special tax. A CFD may finance a broad range of facilities and/or services, including facilities and/or services which benefit an area in a general way, whereas assessment district financing is more limited in scope and requires a benefit analysis to match the fixed assessment amount to the benefit received. Recent legal cases have challenged benefit determinations. Given those flexibility features of a CFD, it has emerged as the preferred special district financing methodology for most municipalities.

The formation proceedings are subject to, and contingent upon satisfaction of all environmental, zoning and land use regulations. All documents of formation are to be prepared by the Applicant or designated party.

1. **Initiation of Proceedings.** Proceedings can be initiated by the City on its own initiative, or must be considered within ninety (90) days from the time a request is made by a petition signed by ten percent (10%) of the registered voters (or ten percent (10%) of the landowners by area if less than twelve (12) registered voters) within the proposed CFD. The petition shall be accompanied by payment of a fee determined by the Finance Department to be sufficient to pay for costs incurred in conducting the proceedings.
2. **Resolution of Intention.** Adoption of a Resolution of Intention to establish a CFD begins the formation process, stating the name of the proposed CFD, the types of facilities and/or services to be financed and that, a special tax to pay for such facilities and/or services will be annually levied. The Resolution of Intention shall also fix a time and place for a public hearing between thirty (30) and sixty (60) days after the adoption of the Resolution of Intention, describe the method of levy and apportionment of the special tax and describe the proposed voting procedure. In addition, the resolution may specify conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied. The City Council directs its responsible officers to study the proposed District and to file a report at or before the public hearing describing the proposed Public Facilities and Public Services and an estimate of costs.

3. **Public Hearing.** Protests against the establishment of the CFD, the extent of the CFD or the furnishing of specified types of Public Facilities and Public Services may be made orally or in writing by interested persons or taxpayers. If fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is more, residing within the proposed CFD or the owners of one-half (1/2) or more of the area of land in the proposed CFD file written protests against the establishment of the CFD, the proceedings are abandoned. If the protests are directed toward certain types of facilities or services, or against a specified special tax, those specific items may be eliminated from the resolution forming the CFD. The hearing may be continued for up to thirty (30) days without special findings and up to six (6) months if the City Council makes specified findings.
4. **Resolution of Formation.** If the City Council decides to establish the CFD, it will adopt a Resolution of Formation containing similar information as contained in the Resolution of Intention.
5. **Election.** If the City Council determines to form the CFD, it submits the question of whether special taxes should be levied to an election of the voters (or land owners if less than twelve (12) registered voters) of the proposed CFD. Combined with the tax proposition, there may be a proposition on the question of incurring bonded indebtedness. The tax, in order to be levied, must be approved by two-thirds (2/3) of the votes cast and thereafter levied by adoption of an ordinance of the City Council. The Mello-Roos Act provides that the election shall be at the next general election or at a special election to be held between ninety (90) and one hundred and eighty (180) days following the close of the protest hearing. The election time limits may be shortened by the unanimous consent of the qualified electors within the proposed District and the concurrence of the election official conducting the election.
6. **Special Tax Bonds.** A CFD may be created solely to provide the services permitted by statute. However, most CFD's have been created specifically for the purpose of levying special taxes to service bonded indebtedness incurred by the CFD in order to finance the construction of Public Facilities. The proceedings to authorize and incur bonded indebtedness usually parallel the proceedings for formation of the CFD and the authorization to levy the special tax, although the bond proceedings could be conducted separately and at a later date. The proceeding to authorize bonded indebtedness involves a Resolution of Intention, public hearing and election, all conducted in a manner very similar to proceedings to form the CFD and levy the tax. Government Code Sections 53341 and 53359 establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party. For this reason, the City may choose to wait (60) days (a 'validation period') after the authorization to incur bonded indebtedness is approved before CFD bonds are sold. CFD bonds may be sold competitively or through negotiated sale and may bear fixed or variable interest rates. In some cases, specified facilities may be provided by a CFD for only a portion of the land within the CFD. In that event, the Mello-Roos Act provides for the formation of improvement areas for which separate elections are conducted and to which a specified special tax applies.



Goals and Policies
Concerning Use of
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982



Effective April 3, 2024

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INTRODUCTION

The purpose of these Goals and Policies is to establish for the City of Roseville (the “City”) a set of guidelines for the formation and administration of Community Facilities Districts (also referred to as “CFDs” or “Districts”). The underlying principles behind the proposed policies are public interest and benefit, fairness to current and future property owners and homeowners, avoidance of future failure of the project and/or property owner protest, protection of the City's financial position, and reimbursement to the City of its incurred expenses.

Community Facilities District laws are found in the Mello-Roos Community Facilities Act of 1982 in the California Government Code, beginning at Section 53311 (the “Mello-Roos Act”). These Goals and Policies are adopted by the City in compliance with Section 53312.7 of the Mello-Roos Act.

1. GOALS & POLICIES

The City has developed the following Goals and Policies on financing facilities and/or services through the formation of Community Facilities Districts, including financing public facilities through the issuance of debt to be repaid from proceeds of special taxes levied within the districts. It is the City's goal to support projects which address a public need and provide a public benefit. Proposed projects requesting Community Facility District debt financing will be evaluated to determine if such financing is financially viable and in the best interest of the City and current and future City and project residents.

The City may consider facilities or services District formation on its own initiative and also will consider developer or property owner initiated applications requesting the formation of Community Facilities Districts and the issuance of bonds to finance eligible public facilities necessary to serve newly developing commercial, industrial and residential projects in the following instances:

- (1) When tax-exempt financing of project public facilities will result in a significant public benefit; and/or
- (2) When the City has negotiated and executed a Development Agreement addressing project implementation; and/or
- (3) When City-based needs and circumstances warrant financing Public Services or Public Facilities through a Special Tax to provide significant public benefit.

Generally, community serving public facilities will be eligible for this tax-exempt financing program. Facilities will be financed and Districts formed in accordance with the then current provisions of the Mello-Roos Act, or any other methodology legally available to the City to finance such improvements.

Each time public facilities are to be built or accepted by the City, or a Community Facilities District is formed for the benefit of a development project, and if maintenance requirements will exceed normal City standards and/or if City services will need to be expanded to facilitate the project, the City will require the creation of a maintenance/services District or Home/Property Owners Association suitable to provide such needs. The City may also annex projects into existing maintenance/services Districts. The maintenance or services District may be established pursuant to the provisions of the Mello-Roos Act, or any other methodology legally available to the City to finance such maintenance. The purpose of the services/maintenance District is to fund the ongoing costs of parks and open space, public landscaping, police and fire protection services and library services and maintenance not funded by other sources; and/or to pay for any unfunded ongoing City maintenance or service costs associated with a development project in the City, all in accordance with the Mello-Roos Act and the formation documents for each particular District.

Existing neighborhoods may petition the City for the use of financing to fund local or neighborhood serving Public Services and/or Public Facilities in accordance with the Mello-Roos Act.

The City shall make the determination as to whether a proposed District shall proceed under the provisions of the Mello-Roos Act, or any other methodology legally available to the City to finance improvements, services or maintenance. The City may confer with consultants and the Applicant to learn of any unique District requirements such as facilities or services serving the regional area or long-term development phasing prior to making any final determination.

All City and consultant costs incurred in the evaluation of new development, District applications, and the establishment of Districts will be paid by the Applicant(s)/petitioner(s) by advance deposit increments. The City shall not incur any non-reimbursable expense for processing Community Facilities Districts. Expenses not chargeable to the District shall be borne by the Applicant(s)/petitioner(s).

The City has established a Schedule of Maintenance Costs and Charges applicable to new development projects in the City, which provides a uniform set of City costs associated with the ongoing operations, maintenance, and administration of services provided within new development areas that can be financed by the levy of Special Taxes in maintenance/services Districts. The City will update this Schedule by Resolution from time to time to ensure new development projects continue to self-fund the prevailing costs incurred to provide annual and ongoing services in these new areas, as well as pay for the ongoing administration of Districts formed in such areas.

In addition to forming and administering its own Districts, the City may also permit the formation of Community Facilities Districts on land in the City and on its behalf by joint powers authorities of which the City is a member, such as through the California Municipal Finance Authority's Bond Opportunities for Land Development (BOLD) program.

2. DEFINITIONS

Unless the context otherwise requires, the terms employed in these Goals and Policies shall have the meanings specified below:

“Applicant” means a developer or other person requesting formation of a District.

"City" means the City of Roseville.

“Community Facilities District” or "District" means a Community Facilities District formed under the Mello-Roos Act.

“Pay-As-You-Go Basis” means the use of annual and/or one-time special tax revenues to directly fund the acquisition, construction, or improvement of Public Facilities, or to fund other authorized costs of a District.

“Public Facilities” means improvements authorized to be constructed or acquired under the Mello-Roos Act including, but not limited to, costs for specified capital facilities imposed by public agencies as a condition to approval of the development encompassed by the District or as a condition to service the District, which may include, but is not limited to, infrastructure improvements such as major streets and arterials; highway improvements and freeways; freeway interchanges; right of way acquisitions; bridges, water, sewer and drainage improvements; landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks; wetlands; electrical conduits; transit improvements; and other improvements as which are defined as authorized improvements under the Community Facilities District(s) selected by the City or any ordinance adopted by the City.

“Public Services” means services eligible for District financing provided for in the Mello-Roos Act, and for new development will particularly include those which benefit properties within a proposed development or area of the City subject to the special tax or the City at large and may include reserves for replacement of equipment facilitating maintenance and operation of the included City services, all as further specified in the Mello-Roos Act.

“Special Tax” means tax(es) authorized to be levied by the City on behalf of a District on property within the boundary of the District.

"Value" or “Fair Market Value” means the amount of cash or its equivalent which a property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of a difficulty of the other, both having knowledge of all of the uses and purposes to which the property is adapted, and for which it is capable of being used and of the enforceable restrictions upon its uses and purposes.

3. ELIGIBLE PUBLIC FACILITIES AND SERVICES

Public Facilities eligible for District financing are those improvements which benefit properties within a proposed development, and/or will mitigate impacts of that development upon areas of the City outside the proposed development and/or are otherwise determined by the City to be authorized improvements for a District, and which will be owned, operated and maintained by the City or another public agency as approved by the City.

The City has final determination as to any facility's eligibility for financing as well as the prioritization of facilities to be included within a financing District. Generally, "in-tract" (i.e., local streets) improvements will not be considered eligible.

If a school is financed, the school district's goals and policies, if any, including its priority access policy will be coordinated with the formation of a District.

Public Services eligible for District financing are those types of services and maintenance activities which benefit properties within a proposed development or area of the City subject to the Special Tax as determined by the City, subject to the limitations and other requirements specified in the Mello-Roos Act.

4. VALUE-TO-LIEN RATIO

The City may sell bonds for the District only if it determines that the value of the real property that would be subject to the special tax to pay debt service will be at least three (3) times the principal amount of the bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax or bonded special assessment. Such determination will be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal of the subject property made in a manner consistent with policies of the City. Requirements of a higher value to lien ratio may be imposed by the City and will be determined by City staff with recommendations from bond counsel, financial advisor, and the underwriter, with consideration of the facts pertaining to each particular project, including diversification of land ownership. Each project will be considered on its own merits. Additionally, the aggregate value to lien ratio of parcels responsible for no more than five percent (5%) of the special taxes to pay debt service shall be below 3:1 or such higher ratio as determined by the City. The City may allow exceptions to its value to lien ratio requirements in accordance with the Mello Roos Act if it finds and determines that the proposed bonds do not present any unusual credit risk due to the availability of credit enhancements or for other reasons determined by the City.

The appraisal shall be coordinated by, under the direction of, and addressed to the City. All costs associated with the preparation of the appraisal report shall be paid by the Applicant through the advance deposit mechanism. The appraisal shall be conducted in accordance with criteria, standards and assumptions established by the City, based upon the recommendations for each specific project received from the underwriter and financial advisor designated by the City. In every case, the appraisal shall reflect recognized appraisal standards for land-secured bond financing. The City prefers that the appraisal be prepared in accordance with the

recommendations of the California Debt and Investment Advisory Commission as contained in the Appraisal Standards for Land-Based Secured Financings, and deviations therefrom will only be considered upon recommendation from bond counsel, financial advisor, the underwriter and/or the appraiser, with consideration of the facts pertaining to each particular project. The appraised land value should include the value attributable to, and assuming, the Public Facilities to be financed by the bonds being issued for the District have been completed.

5. MARKET ABSORPTION STUDY

The City may require a market absorption study, and may retain a consultant to prepare a report to verify market absorption assumptions and projected sales prices of the properties subject to the special taxes in the District. The study, if required, shall include an estimate of the total number of units, land uses and rate of absorption, and will be used as a basis for verification that sufficient revenues can be generated, and to determine if the financing of the infrastructure and public facilities is appropriate given the projected level and pace of development. All City and consultant costs incurred for this study will be paid by the Applicant by advance deposit or out of special taxes or bond proceeds.

The study will also be provided to the appraiser for use in the appraisal process. The market absorption study should be completed prior to completion of the appraisal, and the appraisal shall take into consideration and reasonably reconcile to the conclusions of the market absorption study or include reasons for significant alternate conclusions.

6. SECURITY

For new development, the Applicant or property owner must demonstrate its financial plan and ability to pay all special taxes before full build-out has taken place to the satisfaction of the City. Additional security such as credit enhancement may be required by the City in its sole discretion in certain instances.

If the City requires letters of credit or other credit enhancement, the credit enhancement shall be issued by an institution in a form and upon terms and conditions satisfactory to the City. All fees payable on the letter of credit or other security shall be the sole responsibility of the District Applicant or developer, not the City or District. Any security required to be provided by the Applicant shall be discharged by the City upon the opinion of a qualified appraiser retained by the City that the value-to-lien ratio has reached an acceptable level as determined by the City or upon meeting other credit criteria established by the City.

As an alternative to providing security, depending on circumstances:

- A. A portion of the bond proceeds may be placed in escrow with a corporate agent in an amount sufficient to assure an acceptable value-to-lien ratio is reached on the escrowed proceeds. The escrowed proceeds shall be released at such times and in

- such amounts as will assure an acceptable value-to-lien ratio with regard to the aggregate outstanding bonds and other covenants; or
- B. The bonds may be issued in series with each series in an amount sufficient to assure an acceptable value-to-lien ratio with regard to the aggregate outstanding bonds and other covenants.

7. SPECIAL TAX FORMULA

The special tax formula for each District shall adhere to the following requirements:

- A. The maximum special tax shall include the annual costs incurred by the City to administer the District, including debt service, City and County administrative expenses, and delinquency coverage in an amount determined appropriate by City staff.
- B. The special tax formula shall establish tax rates which correspond to the expected land use designation of each parcel.
- C. The special tax formula shall be structured to ensure sufficient funds to pay for annual debt service and administrative expenses of the District.
- D. A backup special tax or other mechanism to protect against changes in densities resulting in insufficient annual special tax revenues to pay annual debt service and administrative expenses shall be required.
- E. The City may, at its sole discretion, provide for an annual escalation factor, not to exceed two percent (2%) of the Maximum Special Tax for Facilities Districts with residential parcels (bonded) in effect for the prior fiscal year. For Services Districts (non-bonded) or non-residential Districts, the City may provide for an annual escalation factor, not to exceed four percent (4%) of the Maximum Special Tax in effect for the prior fiscal year.

The maximum annual special tax submitted to the qualified electors of the CFD, when added together with all the annual payment requirements of overlapping debt and bonded assessments, and ad-valorem property taxes, shall not exceed one and three-fourths percent (1.75%) of the anticipated (as developed) Fair Market Value of the subject properties, based on home prices projected to be in effect as of the date bonds are expected to be issued, however City staff may allow for a limit of more than one and three-fourths percent (1.75%) at the Assistant City Manager/Chief Financial Officer's discretion.

The City shall retain a special tax consultant to prepare a report which:

- A. Recommends a special tax formula for the proposed CFD.

- B. Evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes, and assessments on the properties within the CFD. The rates and method of apportionment of special taxes shall be designed to ensure sufficient revenues are produced in case of final development at lower densities than anticipated.
- C. Consultants of the City for the District shall comply with the existing policies of the Fair Political Practices Commission and the California Government Code.

For bonded Districts the City may retain a Financial Advisor who will review the special tax formula and other financial documents to determine that the documents have been prepared in a manner that does not adversely impact the City's financial position, District bonding capacity or credit rating. The Financial Advisor will confirm the findings of the Special Tax Consultant that the proposed Special Taxes are sufficient to fund all the future costs of the District. Costs incurred for these consultants will be paid by the Applicant(s) by advance deposit increments and may be reimbursed from bond proceeds or Special Tax collections.

8. TERMS AND CONDITIONS OF BONDS

All terms and conditions of the bonds shall be established by the City, and included in the Fiscal Agent Agreement. The City or a designated fiscal agent will control, manage and invest all District-issued bond proceeds designated for use on improvements. Each bond issue shall be structured to adequately protect bond owners and to not adversely impact the bonding capacity or credit rating of the City through the special taxes or assessments, credit enhancements, foreclosure covenant and reserve fund. Unless otherwise authorized by the City, the following shall serve as bond requirements:

- A. If required, a reserve fund amount equal to the lesser of ten percent (10%) of the initial bond principal, or maximum annual debt service on the bonds, or one hundred twenty-five percent (125%) of average annual debt service, or as otherwise provided by Federal tax law. If agreed by the City and the Underwriter, a Surety may be purchased in lieu of a funded reserve.
- B. The Special Taxes shall be levied for the first fiscal year following the sale of the bonds or at the end of capitalized interest period. Interest may be funded (capitalized) during a period not to exceed twenty-four (24) months, as determined by the Assistant City Manager/Chief Financial Officer.
- C. The repayment of principal shall begin on the earliest principal payment date for which sufficient special tax revenues can be made available after the end of the

capitalized interest period, or otherwise as determined by the Assistant City Manager/Chief Financial Officer to be appropriate.

- D. The City may consider an increasing annual maximum Special Tax by two percent (2%) per year, per Section 53321 of the Mello-Roos Act, for the term of the bonds. Determination of this shall be made by the Assistant City Manager/Chief Financial Officer.
- E. The maximum Special Tax shall be established to ensure that the annual revenue produced by levy of the maximum special tax shall be equal to at least one hundred ten percent (110%) of the corresponding annual debt service.
- F. Prior to the issuance of the bonds, the City may authorize its bond counsel to commence and process to final judgment an action establishing the validity of the proceedings, Special Tax and issuance of bonds, as determined appropriate by the City and such bond counsel.
- G. In instances where multiple series of bonds are to be issued, the first series shall include Public Facilities of highest priority as determined by the City to be appropriate for initial development.
- H. All statements and materials related to the sale of bonds shall emphasize and state that neither the good faith, nor the taxing power of the City, is pledged to security or repayment of the bonds. The sole source of revenues to secure bonds are Special Taxes.

9. DISTRICT COSTS, DEPOSITS AND REIMBURSEMENTS

All City and consultant costs incurred in the formation, evaluation and administration of District applications and the establishment of Districts will be paid by the Applicant by advance deposit increments. The City shall not incur any non-reimbursable expenses for processing and administering Districts. Expenses not chargeable to the District shall be directly borne by the Applicant.

Funds to reimburse costs and expenses incurred by the City shall be billed to the Applicant and the Applicant shall pay each invoice within sixty (60) calendar days of receipt of such notice. If the Applicant fails to make any payment of funds for the proceedings, the City may suspend all proceedings until receipt of such additional deposit.

For Districts financing facilities, except as otherwise provided herein, the Applicant shall be entitled to reimbursement for reasonable costs and expenses incident to the construction of the Public Facilities as provided under the Mello-Roos Act , provided that all such costs and expenses are determined by the City to be necessary and reasonable.

The Applicant or property owner shall not be entitled to reimbursement from bond proceeds for any of the expenses specified as follows:

- A. In-house administrative and overhead expenses incurred by the Applicant not authorized by the City;
- B. Interest expenses incurred by the Applicant on moneys advanced or expended during the proceedings and construction of Public Facilities; and
- C. Any other costs and expenses incurred by the Applicant which are not otherwise authorized for reimbursement under the Mello-Roos Act.

Neither the City nor the District shall be required to reimburse the Applicant or property owner from any funds other than the proceeds of bonds issued by the City for a District and pay-as-you-go Special Taxes. The use and terms of any pay-as-you-go reimbursement shall be at the discretion of the City's Assistant City Manager/Chief Financial Officer or such other person or persons as may be designated.

10. AGREEMENTS

Agreements will be prepared incidental to District formation proceedings in a form satisfactory to the City and consistent with these policies. These agreements may include, but not be limited to:

- A. Funding, Construction and Acquisition and Shortfall Agreement;
- B. Joint Community Facilities Agreements with any other public agency entitled to receive any portion of the bond proceeds or entitled to own and operate any of the public facilities financed by bond proceeds; and
- C. Deposit and Reimbursement Agreement.

As a condition to the issuance and sale of bonds, all of the agreements specified shall be duly approved and executed by the parties thereto. Prior to execution of any agreements, such agreements shall be reviewed and approved by bond counsel and the City Attorney, who shall determine if each agreement shall also be approved by the City Council. Agreement approval by the City Attorney shall be indicated thereon when appropriate.

11. USE OF CONSULTANTS

The City shall have the sole discretion as to selection of consultants and determination of fees and expenses of all consultants necessary for the formation of the District and the issuance of bonds, including the underwriter(s), bond counsel, financial advisor, appraiser, trustee, paying

agent, market absorption study consultant, and the special tax consultant after reasonable consultation with the Applicant. Prior consent of the Applicant shall not be required in the determination by the City of the consulting and financing team.

The City shall also be responsible for determining the structure of the bonds to be issued, including the method of sale (negotiated or competitive), the need for bond ratings, investment of bond proceeds, and all other terms and conditions incidental to structuring and closing a bond issuance and distribution of proceeds, including pay-as-you-go funding, if any, in the form of reimbursement to developer from excess (after debt service and District administration) special tax collections, or otherwise as determined by the Assistant City Manager/Chief Financial Officer or such other person or persons as may be designated.

12. ACQUISITION PROVISIONS

The City, at its sole discretion, will determine the facilities to be acquired and the method of determining reasonable acquisition costs, which shall be set forth in the Funding, Construction and Acquisition and Shortfall Agreement. Applicable bidding and prevailing wage requirements are extensive and will be addressed during the preparation of the Funding, Construction and Acquisition Agreement.

13. DISCLOSURE TO PURCHASERS

The Applicant or property owner will be required to demonstrate to the satisfaction of the City that, to the best of their abilities, there will be full disclosure of the Special Taxes to prospective purchasers of property including interim purchasers and sales to merchant builders. In addition to all requirements of law, the City may require the Applicant to provide additional disclosure of such information as the City deems appropriate to the purchasers of property within the District, with respect to the existence of the District, maximum and/or backup special taxes to be levied within the District, facilities to be constructed, the foreclosure process and the terms and conditions of bonds issued on behalf of the District. Such disclosure shall include home buyer notifications requiring signature prior to home purchases, as well as methods to notify subsequent home purchasers.

Upon request, the Finance Department will provide a “Notice of Special Tax” to sellers of real property subject to the levy of special taxes as required by Government Code Section 53340.2.

14. PROPERTY OWNER SUPPORT

In the instance of multiple property owners, the Applicant shall be required to produce letters evidencing other property owners' support for the scope and establishment of the District as an attachment to the application. The Applicant must have concurrence of 2/3 vote of the property owners to be included in a Community Facilities District, unless the City accepts moving forward based on special circumstances.

15. LAND USE APPROVALS

Properties proposed for inclusion in a District must possess a land use determination such that proposed development land use and specific facility requirements can support the proposed special tax. The City will accept applications for Mello-Roos Act financing for residential properties primarily when they are included in an approved specific plan or City planning area.

16. APPLICATION PROCESS

Early communication with the City is encouraged to assist Applicants in evaluating the feasibility of available financing programs and to discuss program procedures.

1. PREAPPLICATION CONFERENCE: Applicant meets with City to discuss the proposed project and application procedures.
2. PROJECT REVIEW: Applicant and City staff meet to discuss initial application, including any issues raised and further information that might be required. If necessary, Applicant submits revised application.
3. PROJECT INITIATION: Applicant, staff and consultants meet to determine preliminary project schedule and begin work necessary to initiate District formation.
4. PROJECT IMPLEMENTATION: The resolution of intention is approved by Council action in order to move forward to the formation hearing. Once the District is formed, bonds can be issued (if forming a District for Public Facilities).

17. APPLICATION OF GOALS AND POLICIES

The City may find that a waiver of any of the above stated policies is reasonable given identified City benefits to be derived from such waiver. Such waivers may be granted with or without action of the City Council, as determined appropriate by the Assistant City Manager/Chief Financial Officer. Approval by the City Council of formation of a District and/or issuance of bonds for a District constitutes a determination that a District conforms to the provisions of these Goals and Policies and, if applicable, that a waiver of any provision hereof is appropriate, and shall be conclusive evidence of such conformity.

These Goals and Policies may be reviewed and may be amended from time to time, as determined by the City to be appropriate in the light of changing conditions affecting the City and its real estate market and changes in practices among other communities in the region.

ATTACHMENT 1

GOVERNING LAW: California Government Code, beginning at Section 53311, Mello-Roos Community Facilities District Act of 1982, available online.

INFORMATIONAL SUMMARY OF MELLO-ROOS COMMUNITY FACILITIES DISTRICT FORMATION PROCESS

A Community Facilities District (CFD) is a legally constituted governmental entity created for the purpose of financing public facilities and services. It is similar in effect to an Assessment District except that the resulting security for debt in an Assessment District is a fixed lien assessment, while under a CFD it is an annual special tax. A CFD may finance a broad range of facilities and/or services, including facilities and/or services which benefit an area in a general way, whereas assessment district financing is more limited in scope and requires a benefit analysis to match the fixed assessment amount to the benefit received. Recent legal cases have challenged benefit determinations. Given those flexibility features of a CFD, it has emerged as the preferred special district financing methodology for most municipalities.

The formation proceedings are subject to, and contingent upon satisfaction of all environmental, zoning and land use regulations. All documents of formation are to be prepared by the Applicant or designated party.

1. **Initiation of Proceedings.** Proceedings can be initiated by the City on its own initiative, or must be considered within ninety (90) days from the time a request is made by a petition signed by ten percent (10%) of the registered voters (or ten percent (10%) of the landowners by area if less than twelve (12) registered voters) within the proposed CFD. The petition shall be accompanied by payment of a fee determined by the Finance Department to be sufficient to pay for costs incurred in conducting the proceedings.
2. **Resolution of Intention.** Adoption of a Resolution of Intention to establish a CFD begins the formation process, stating the name of the proposed CFD, the types of facilities and/or services to be financed and that, a special tax to pay for such facilities and/or services will be annually levied. The Resolution of Intention shall also fix a time and place for a public hearing between thirty (30) and sixty (60) days after the adoption of the Resolution of Intention, describe the method of levy and apportionment of the special tax and describe the proposed voting procedure. In addition, the resolution may specify conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied. The City Council directs its responsible officers to study the proposed District and to file a report at or before the public hearing describing the proposed Public Facilities and Public Services and an estimate of costs.
3. **Public Hearing.** Protests against the establishment of the CFD, the extent of the CFD or the furnishing of specified types of Public Facilities and Public Services may be made orally or in writing by interested persons or taxpayers. If fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is more, residing within the

proposed CFD or the owners of one-half (1/2) or more of the area of land in the proposed CFD file written protests against the establishment of the CFD, the proceedings are abandoned. If the protests are directed toward certain types of facilities or services, or against a specified special tax, those specific items may be eliminated from the resolution forming the CFD. The hearing may be continued for up to thirty (30) days without special findings and up to six (6) months if the City Council makes specified findings.

4. **Resolution of Formation.** If the City Council decides to establish the CFD, it will adopt a Resolution of Formation containing similar information as contained in the Resolution of Intention.
5. **Election.** If the City Council determines to form the CFD, it submits the question of whether special taxes should be levied to an election of the voters (or land owners if less than twelve (12) registered voters) of the proposed CFD. Combined with the tax proposition, there may be a proposition on the question of incurring bonded indebtedness. The tax, in order to be levied, must be approved by two-thirds (2/3) of the votes cast and thereafter levied by adoption of an ordinance of the City Council. The Mello-Roos Act provides that the election shall be at the next general election or at a special election to be held between ninety (90) and one hundred and eighty (180) days following the close of the protest hearing. The election time limits may be shortened by the unanimous consent of the qualified electors within the proposed District and the concurrence of the election official conducting the election.
6. **Special Tax Bonds.** A CFD may be created solely to provide the services permitted by statute. However, most CFD's have been created specifically for the purpose of levying special taxes to service bonded indebtedness incurred by the CFD in order to finance the construction of Public Facilities. The proceedings to authorize and incur bonded indebtedness usually parallel the proceedings for formation of the CFD and the authorization to levy the special tax, although the bond proceedings could be conducted separately and at a later date. The proceeding to authorize bonded indebtedness involves a Resolution of Intention, public hearing and election, all conducted in a manner very similar to proceedings to form the CFD and levy the tax. Government Code Sections 53341 and 53359 establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party. For this reason, the City may choose to wait (60) days (a 'validation period') after the authorization to incur bonded indebtedness is approved before CFD bonds are sold. CFD bonds may be sold competitively or through negotiated sale and may bear fixed or variable interest rates. In some cases, specified facilities may be provided by a CFD for only a portion of the land within the CFD. In that event, the Mello-Roos Act provides for the formation of improvement areas for which separate elections are conducted and to which a specified special tax applies.



COUNCIL COMMUNICATION

CC #: 3229

File #: 0206-10-01

Title: Downtown Roseville Property and Business Improvement District - 2023 Annual Report and 2024 Budget

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

Meeting Date: 4/3/2024

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the 2023 Downtown Roseville Property and Business Improvement District Annual Report and approve the 2024 Budget for the Downtown Roseville Partnership.

BACKGROUND

On July 16, 2014, the City Council approved the formation of the Downtown Roseville Property and Business Improvement District (DRPBID) for a term of five years commencing January 1, 2015, and terminating December 31, 2019. The overarching goal of the DRPBID was to facilitate improvements and activities that would provide a special benefit to assessed parcels. Based on the success of the DRPBID, on January 9, 2019, Council adopted a resolution renewing the DRPBID and Management Plan. With that approval, the amended documents established the assessment formula, required indemnification terms, insurance coverage limits, and levying of the annual assessments for an additional ten-year period (beginning January 1, 2020 and ending December 31, 2029).

The annual assessment provides funding for a budget that is managed by the established owner's association, the Downtown Roseville Partnership (DRP). The DRP Board ensures that the budget is applied to activities and expenses defined in the Management Plan/Engineer's Report accepted by Council as part of the district formation. In addition, the Management Plan includes the following requirement:

VI. GOVERNANCE

C. Annual Report

The Downtown Roseville Partnership shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650....

The annual report is a prospective report for the upcoming year and must include:

- Any proposed changes in the boundaries of the DRPID or in any benefit zones or classifications of property within the district;
- The improvements and activities to be provided for that fiscal year;

- An estimate of the cost of providing the improvements or activities for that fiscal year;
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for the fiscal year;
- The amount of any surplus of deficit revenues to be carried over from a previous fiscal year; and
- The amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

The 2023 DRPBID Annual Report is provided in Attachment 1 of this staff report. Additional supporting documents that further address the elements required in each annual report to Council are the 2023 financial statements and district map and assessment roll, which are included within Attachments 2 and 3.

Additionally, the 2024 budget, is included as Attachment 4 for reference, and has been approved by the DRP Board. No changes to the district boundaries or levying of assessments is proposed. The assessment for the district totals approximately \$215,000. Compared to last year's budget, the DRP allocated additional expenditures in 2024, including expanded funding for the existing tree lighting program and Downtown Tuesday Nights, and funding for additional programs including support for the Homeless Outreach Navigator, a twice a year district clean-up by the Boy Scouts and a consultant to provide strategic planning services to the DRP Board, for a total budget of \$239,400, utilizing the \$215,000 from property assessments and \$24,400 from reserves. At the end of 2023 there was \$226,514.81 in reserves, total revenue of \$236,964 and net income for the year of \$9,957. The key elements of this year's budget are broken down into four service categories followed by the percentage of funds allocated to each sector:

- Improvements - 23% (\$54,500)
- Marketing & Events - 27% (\$65,300)
- Clean & Safe - 26% (\$62,400)
- Administration - 24% (\$57,200)

It should be noted that the above referenced allocations are not anticipated to significantly change; however, it may be necessary to redistribute funds between categories to provide flexibility in addressing impacts related to the changing economy. Expenditure of the funds within the DRP budget are at the discretion of the DRP Board as outlined in the DRP's Management Plan.

FISCAL IMPACT

The City contributes to the PBID each year in the form of parcel assessments for City-owned property in Downtown Roseville. The 2023 City assessment was \$64,796.84 and the total assessment collected for the district was \$215,513. Receiving the annual report has no impact on the General Fund and a maximum of 2% of the property assessment will be retained by the City to cover the costs of administration of the management agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of this resolution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-074

DRP Annual Report 2023

2023 Statement of Financial Position

DPBID Tax Rolls

2024 Budget

RESOLUTION NO. 24-074

APPROVING THE 2023 DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS
IMPROVEMENT DISTRICT ANNUAL REPORT AND 2024 BUDGET

WHEREAS, on July 16, 2014, the City Council approved the formation of the Downtown Roseville Property and Business Improvement District (“DRPBID”) to facilitate improvements and activities ; and

WHEREAS, the annual assessment provides funding for a budget that is managed by the established owner’s association, the Downtown Roseville Partnership (DRP); and

WHEREAS, the DRP Board ensures that the budget is applied to activities and expenses defined in the Management Plan/Engineer’s Report accepted by Council as part of the district formation; and

WHEREAS, the DRP is required to submit an annual report and budget to the City; and

WHEREAS, the 2023 Downtown Roseville Property and Business Improvement District Annual Report and 2024 Budget have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2023 Downtown Roseville Property and Business Improvement District Annual and the 2024 Budget are hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



DOWN
TOWN
ROSE
VILLE

PARTNERSHIP

2023

ANNUAL REPORT



A MESSAGE FROM BOARD PRESIDENT DAVE PICHES

VISION

Downtown Roseville Partnership is an action-oriented, collaborative group of volunteers that champions a vibrant and authentic Downtown..

MISSION

We are proactive in promoting, marketing and providing services that attract businesses and visitors to the District and manage the District's business affairs in a transparent, fiscally-responsible manner.



As a local Downtown businessman, it remains my honor to serve as president of Downtown Roseville Partnership, an organization that benefits our business community and provides a dynamic experience for residents. It is a privilege to work alongside our board members and our partner organizations responsible for Roseville's thriving environment.

Over the past year, our team concentrated heavily on supporting more events, enhancing security and safety, and beautifying Downtown through building facade improvements and the addition of the new masonic mural, all to attract additional visitors to our District. I hope you enjoy learning more about our accomplishments throughout this report.

As we continue our work, this year our focus lies in fostering relationships with more non-profit and civic organizations to collaborate on District events and capital improvements:

- Expand on holiday events and decorations
- Maintain landscape and streetscape enhancements
- Reduce vacancies
- Sponsor and support new murals and façade improvements
- Promote development of vacant City-owned parcel along Oak Street adjacent to bridge

I couldn't be prouder of our hardworking team and what we have collectively accomplished. I hope you will take part in all that we have on deck in 2024.

Warmly,

Dave Piches, AIA LEED AP
2023 President
Downtown Roseville Partnership Board of Directors



2023 BOARD OF DIRECTORS



Tom Carlson is the owner of Carlson Tax Consultants Inc. and a member of AICPA and Roseville Area Chamber of Commerce. As a board member with DRP, he is able to serve Downtown business and property owners and give back to the local business community.

Mike Esparza is president and CFO of All-Cal Insurance Agency. He owns properties located at 501, 503 and 505 Vernon Street and joined the DRP board to further the future plans and expected growth of the District.

Jamie Hazen is the owner of Jamie Hazen Consulting and serves as the Executive Director of Roseville Police Activities League (RPAL). Jamie has been active in our community for decades and serves on the board for Downtown Roseville Merchants, the Performing Arts of Roseville and Placer Visitors Bureau.

David Herrick is SVP/controller for Consolidated Communications, one of the larger employers in Downtown Roseville. He enjoys supporting the interests of residents and businesses.

David Piches founded Piches Architecture at 115 Taylor Street in Downtown Roseville. He has served on many boards, including Roseville Area Chamber of Commerce, Downtown Roseville Merchants, Roseville Arts Center and Roseville Urban Forest Foundation. With DRP, Dave works to foster creative design solutions and encourage actions that will maintain existing improvements.

Lisa Peters is the CEO and president of Randy Peters Catering and Events Center, a certified woman-owned business. Lisa has been a staple in the business community for decades and brings unparalleled experience as a small business owner.

Mark Vespoli owns several Downtown Roseville properties, including 219, 400, 404 and 601 Vernon Street and 106 Judah Street. He brings to the board the perspective of a property owner and entrepreneur in Downtown Roseville.

Wayne Wiley is the economic development manager for City of Roseville, where he helps develop and implement economic development initiatives to ensure business enrichment within our community. Wayne has always had a passion for Downtown and enjoys working closely with the merchants, business owners and residents.

Ed Mojica is the owner of mas|mojica architecture studio, a local boutique architecture firm located in Downtown Roseville. The firm maintains a focus on retail, office, and hospitality projects in Roseville and the South Placer region. Raised in Roseville, he desires to facilitate authentic spaces and places such as our Downtown area. Inspired by the great projects of the DRP to date, he hopes to continue the excellent work of making these spaces a reality.

Frank Van Sant served in the US Navy for nearly 30 years, retiring as an officer with numerous awards, even moving six times in eight years. He relocated from New Mexico to the Sacramento area in 2014 after retiring from Raytheon as a defense contractor. A Mason since 2007, he is active in the fraternity's Roseville chapter, diligently managing the organization's building on Vernon Street and its tenants. As a busy volunteer, he also works on behalf of disabled veterans, emergency responders, and his local church.

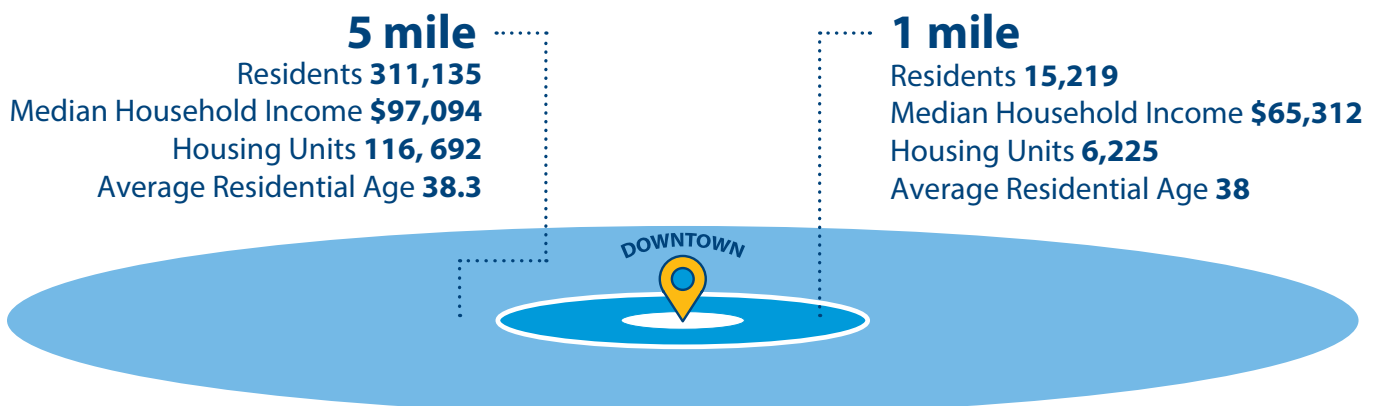
Marytess Mayall serves as executive director for Blue Line Arts, a nonprofit at 405 Vernon Street. Born and raised in Roseville, MaryTess is passionate about building a vibrant arts and culture scene in the Downtown area. She also serves on the board of Downtown Roseville Merchants.

***Kat Maudru** is DRP's director of operations and is instrumental in promoting Downtown through community and public relations.

ABOUT DOWNTOWN ROSEVILLE PARTNERSHIP

Business and property owners from Downtown Roseville Partnership (DRP in 2014, collaborating with City of Roseville, its redevelopment organization (RCDC), and major businesses. DRP is funded from tax assessments paid by its property owners.

DOWNTOWN BY THE NUMBERS



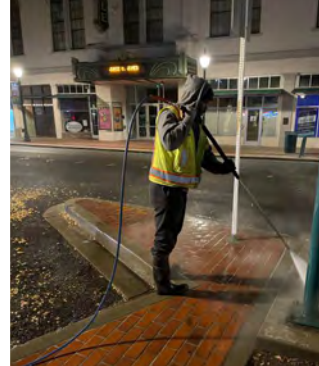
\$164 Million

Public Investment in Downtown since 2009

2023 NOTABLES EVENTS & ACTIVITIES

Our team also organized and managed many improvement projects in the District:

- Façade grants at Growth Factory (316 Vernon Street) and 514-520 Vernon Street, with a commitment to approve improvements at Carlson Tax Consultants (510 Oak Street)
Anticipated completion is June 2024
- Masonic building mural
- Enhanced holiday tree lights
- Eshuttle pilot program
- Bi-annual cleaning by local Boy Scouts troops
- Increased security



DOWNTOWN IMPROVEMENT & SAFETY PROJECTS



DRP proudly organized and sponsored several attractive community-building events:

- Downtown Tuesday Nights, seven popular events attracting an average of 3,000 guests per event
- Downtown Roseville Merchants Family Fun Night
- Sylvia Besana Holiday Parade
- Roseville PAL BBQ Bacon & Brew Bash
- Central California Hemophilia Vampire Run

NEW BUSINESSES & TENANTS

We are pleased to welcome these businesses to the District:

- Placer Robotics
- Studio Flora
- Daniello's Speakeasy
- Roots Real Estate Group
- Primal Grounds Jiu Jitsu
- Wink's Fitness & Wellness Studio
- Obsidian Hair Studio

NEW LOCATIONS

Please visit these businesses at their new addresses:

- Bartlett Flowers & Gifts
- Mike's Bikes
- Noel Flynn Gallery
- The Fig Tree

2024 OUTLOOK

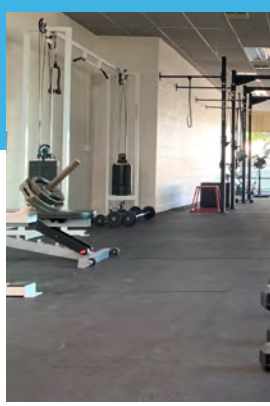
Creating a sense of place and community is a high priority for the Downtown Roseville Partnership. Some items on the horizon for 2024 include:

- Developing a strategic plan to guide our decision-making
- Expanding security and clean and safe initiatives
- Exploring improvement and beautification opportunities including enhancing holiday décor and atmosphere
- Evaluating new events and activities and continuing community favorites
- Continuing the façade grant program
- Addressing localized homeless issues by working with elected officials, law enforcement and professional homeless assistance organizations

NEW DEVELOPMENT PROJECTS

New development projects are planned for the following locations:

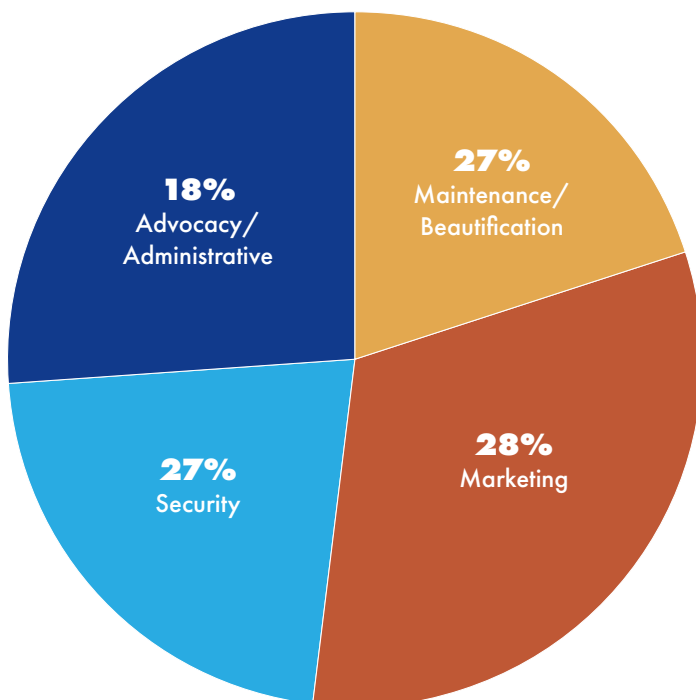
- 129 Vernon Street • 200 Vernon Street



Space Available to Lease



2023 FINANCIALS



Revenue

Tax Assessments	\$ 206,244
Sponsorship revenue	5,720
Facade Grant Funding	25,000
	\$ 236,964

Expenditures by Category

Maintenance and Beautification	63,655
Marketing	65,530
Security	57,264
Advocacy/Administrative	42,673
Contingency	-
	\$ 229,122

Other

Net Income

	2,115
	\$ 9,957

Downtown Roseville Partnership

P. O. Box 238

Roseville, CA 95678



MEETINGS

Regular meetings are held on the fourth Wednesday of every month at 3:00 pm at Randy Peters Catering and Event Center, 105 Vernon Street, Roseville. The public is always invited to attend.

GET IN TOUCH

Downtown Roseville Partnership

P. O. Box 238

Roseville, CA 95678

916.771.4475

CONNECT WITH US

godowntownroseville.com



Sign-up for our newsletter



Downtown Roseville Partnership
For the year ended December 31, 2023
Statement of Activity - Summarized

Revenue

Tax Assessments	\$	206,244
Sponsorship revenue		5,720
Façade Grant Funding		25,000
	\$	236,964

Expenditures by Category

Maintenance and Beautification	\$	63,655
Marketing		65,530
Security		57,264
Advocacy/Administrative		42,673
Contingency		-
	\$	229,122

Other

	\$	2,115
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Net Income for the year

	\$	9,957
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Downtown Roseville Partnership
Statement of Financial Position
As of December 31, 2023

ASSETS

Current Assets

Cash	\$	228,085
Accounts Receivable		-
Total Current Assets	\$	228,085

Other Assets, net of amortization		5,266
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TOTAL ASSETS	\$	233,351
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LIABILITIES AND EQUITY

Liabilities

Accounts Payable	\$	-
Total Liabilities	\$	-

Equity

Retained Earnings	\$	223,394
Current Year Income		9,957

Total Equity	\$	233,351
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TOTAL LIABILITIES AND EQUITY	\$	233,351
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Downtown Roseville Partnership
Beginning and End of Year 2023 Reserves

Reserve Category	2023 BOY Reserve	Original 2023 Assesments	2023 Grant Proceeds	2023 Spend	2023 EOY Reserve
Improvements	\$ 95,576.19	\$ 38,153.51	\$ 25,000.00	\$ (63,655.40)	\$ 95,074.30
Marketing & Events	33,437.92	63,589.19		(68,030.45)	28,996.66
Clean & Safe	38,669.35	55,110.63		(64,453.72)	29,326.26
Administration	32,145.12	44,512.43		(43,006.54)	33,651.01
Contingency & Reserve	28,868.38	10,598.20		-	39,466.58
	\$ 228,696.96	\$ 211,963.96	\$ 25,000.00	\$ (239,146.11)	\$ 226,514.81

APN	Lot SqFt	Assessment	Frontage
13124017000	23,630	\$4,477.17	150
13131021000	5,514	\$738.19	0
13250013000	15,923	\$2,131.96	0
13250014000	15,950	\$2,135.71	0
13290005000	16,425	\$2,025.24	0
13154019000	5,326		
13152021000	37,461	\$1,080.72	250
13071006000	5,754	\$246.89	100
13072009000	3,489	\$467.04	0
13072010000	14,813	\$2,858.83	100
13092005510	3,484	\$904.26	50
13093001000	14,911	\$1,996.58	0
13093005000	3,049	\$592.12	21
13122002000	3,552	\$681.22	24
13122005000	7,405	\$1,429.28	50
13122009000	13,503	\$2,598.63	90
13123026000	10,856	\$2,077.37	71
13152012000	7,405	\$1,429.28	50
13153013000	20,908	\$4,025.28	140
13153014000	8,832	\$1,699.15	59
13153019000	11,212	\$2,164.83	76
13250032000	32,234	\$7,608.01	376
13072011000	7,396	\$1,428.07	50
13092006000	3,484	\$904.26	50
13092009000	4,356	\$1,108.31	60
13093006000	11,029	\$2,142.03	76
13093007000	26,136	\$5,022.98	174
13101028000	8,712	\$1,166.54	0
13121002000	14,939	\$3,313.45	150
13121005000	4,791	\$1,079.26	50
13121006000	4,961	\$1,102.42	50
13122001000	7,405	\$1,430.59	50
13122004000	7,586	\$1,453.52	50
13163005000	9,031	\$1,209.25	0
13072001000	5,227		
13072003000	6,314		
13072004000	6,969		
13072005000	6,010		
13073002000	4,520		
13073015000	4,356		
13073017000	7,929		
13073019000	4,264		
13073020000	4,356		
13073021000	4,356		
13131007000	5,008		
13131008000	5,007		

13152004000	7,491		
13152005000	7,493		
13152007000	7,504		
13152008000	4,504		
13152009000	6,012		
13152020000	6,062	\$811.57	0
13153001000	9,984		
13153004000	5,994		
13153005000	5,987		
13153006000	5,989		
13153007000	5,985	\$801.39	0
13153022000	2,496		
13154001000	6,018	\$805.81	0
13154002000	6,018		
13154003000	6,017		
13154005000	5,907		
13154006000	7,522		
13154007000	7,522		
13154008000	7,523		
13154009000	7,522		
13154011000	7,507		
13154012000	7,509		
13154013000	7,467		
13154014000	6,013	\$805.14	0
13154015000	6,015		
13154016000	6,015		
13154018000	6,708		
13164002000	5,011		
13164004000	5,010		
13164005000	7,628		
13164009000	4,997		
13164011000	7,495		
13164012000	7,495		
13164013000	7,495		
13164014000	6,878		
13171002000	2,141		
13171003000	4,462		
13171004000	6,834		
13171005000	3,009		
13171006000	2,509		
13172007000	7,526		
13172008000	7,527		
13172009000	7,452		
13172010000	7,290		
13091003000	22,982	\$4,390.41	150
13093004000	2,178	\$545.53	29
13122010000	9,078	\$1,742.02	60

13123017000	16,117	\$3,048.36	102
13123018000	18,107	\$2,424.53	0
13123025000	17,424	\$2,333.07	0
13123027000	4,505	\$603.22	0
13124011000	14,954	\$2,002.21	0
13131013000	4,810	\$644.06	0
13131014000	4,116	\$551.13	0
13131016000	5,508	\$737.39	0
13131022000	5,034	\$674.05	
13152016000	6,534	\$874.90	0
13153003000	7,490	\$1,002.78	0
13153008000	6,098	\$816.52	0
13153009000	7,490	\$1,002.78	0
13153023000	18,730	\$540.62	125
13154004000	6,018	\$805.68	0
13154010000	7,503	\$1,004.65	0
13161001000	9,661	\$279.40	65
13164001000	7,486	\$1,002.38	0
13164003000	4,791	\$641.51	0
13164010000	2,499	\$334.48	0
13164015000	6,534	\$874.90	0
13164016000	10,991	\$1,471.56	0
13164017000	5,501	\$736.58	0
13171007000	4,514	\$604.42	0
13171009000	4,791	\$641.51	0
13092010000	4,598	\$615.54	0
13071002000	7,588	\$1,453.65	50
13101024000	18,295	\$2,449.70	0
13152002000	8,276	\$1,108.16	0
13070001000	2,323	\$310.92	0
13070004000	15,172	\$4,220.28	250
13071001000	7,581	\$1,452.85	50
13071003000	7,583	\$1,453.11	50
13072002000	5,101		
13073016000	253	\$33.74	0
13123021000	10,948	\$2,102.73	73
13152019000	5,662	\$758.14	0
13153021000	2,496	\$334.21	0
13163003000	7,742	\$1,036.65	0
13163004000	7,481	\$1,001.57	0
13092007000	7,405	\$1,429.28	50
13092008000	6,059	\$1,163.69	40
13092011000	7,670	\$1,026.88	0
13122003000	3,927	\$753.32	26
13172020000	14,810	\$1,983.06	0
13121004000	9,950	\$2,208.86	100
13151004000	7,840	\$1,925.28	100

13152018000	7,074	\$947.07	0
13161002000	5,332	\$1,684.88	111
13171011000	10,890	\$1,458.17	0
13072008000	11,325	\$2,391.92	100
13093008000	4,474		
13093009000	14,480		
13094001000	69,696	\$9,332.29	0
13101022000	47,916		
13122011000	7,576	\$1,189.53	20
13122012000	4,356	\$758.37	20
13124006000	7,429	\$1,432.36	50
13124007000	7,431	\$1,432.76	50
13124018000	12,909	\$2,408.64	78
13124022000	14,219	\$1,903.79	0
13124023000	23,858	\$3,194.45	0
13152017000	7,776	\$1,740.82	80
13163001000	2,391	\$320.02	0
13171008000	7,524	\$1,007.46	0
13290001000	21,344	\$2,698.75	0
13290003000	12,632	\$869.01	0
13290010000	305		
13072012000	22,651	\$4,346.22	150
13290002000	60,983	\$4,388.57	0
13101031000	93,654	\$12,540.27	0
13101026000	7,405	\$991.53	0
13290004000	58,243	\$4,173.93	0
13123024000	47,916		
13093003000	17,177	\$476.33	100
13124008000	7,490	\$1,440.66	50
13290007000	7,405	\$601.34	0
13290009000	3,920	\$382.02	0
13091010000	29,108	\$5,813.90	219
13101025000	9,198	\$1,231.48	0
13101027000	3,763	\$503.87	0
13101029000	1,754	\$234.86	0
13072006000	8,680	\$174.32	0
13072007000	6,781	\$136.18	0
13073011000	11,325	\$382.43	118
13164018000	29,835	\$599.24	0
13121003000	4,973	\$165.55	50
13162001000	126,324	\$3,062.52	400
13071004000	15,163	\$2,905.69	100
13071007000	1,899	\$254.14	0
13071009000	9,474	\$1,706.32	50
13071010000	5,800	\$776.62	0
13092014000	22,684	\$4,350.50	150

		\$215,513.40	
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\$64,796.84

Downtown Roseville Partnership
2024 Budget by Category

Category	Program	
Improvements		
	Façade Program	\$ 25,000
	Mural Program	10,000
	Tree Lighting	12,000
	Other	7,500
		\$ 54,500
Marketing and Events		
	Consulting services	\$ 25,300
	Downtown Tuesday Night	30,000
	Other sponsorships	10,000
		\$ 65,300
Clean & Safe		
	Security Services	\$ 24,000
	Power washing	14,400
	Homeless Outreach	15,000
	Alley Cleanup	4,000
	Other	5,000
		\$ 62,400
Administration		
	Accounting Services	\$ 3,200
	Memberships	500
	Annual Report	4,500
	Consulting services	27,500
	Strategic planning	12,000
	Insurance	1,500
	Legal Services	3,000
	Support services	5,000
		\$ 57,200
Contingency & Reserve		\$ -
Total 2024 Budget		
		\$ 239,400
Funding from current year assessment		
		\$ 215,000
Funding from Reserves		
		\$ 24,400



COUNCIL COMMUNICATION

CC #: 3253

File #: 0709-03-02 & 0400-04-09

Title: Prospera at Fiddymment Workforce Housing Project - Regulatory Agreement, Subordination Agreement, Loan Agreements, Promissory Notes, and Deeds of Trust
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a Regulatory Agreement, a Subordination Agreement, Loan Agreements, Promissory Notes, and Deeds of Trust in the amounts of \$1 million from the Housing Trust Fund and \$500,000 from the Housing Successor Low and Moderate Income Housing Asset Fund with Fiddymment Workforce Partners, L.P., and authorizing the City Manager to execute them and any other necessary documents to fund the Prospera at Fiddymment workforce project.

BACKGROUND

On April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. The ODS were adopted in order to comply with State housing legislation. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process as well as the public notification and hearing process and proceed directly to engineering and building permit review. A qualifying project is a housing development project where no less than 20% of the units are affordable to lower-income households.

The Fifth Amendment of the Development Agreement by and between the City of Roseville and Roseville Fiddymment Land Venture included an obligation for one hundred ninety-five (195) affordable units to be developed on WRSP Parcel F-6B. The developer successfully completed the ODS process in September 2021 for a project that included a density bonus request to increase the unit count to one hundred ninety-eight (198) total units. The parcel will be developed as two separate affordable housing projects: a 94 unit affordable tax credit project and a 104 unit workforce housing project.

The Regulatory Agreement for the workforce project, Prospera at Fiddymment, includes 8 units for extremely low-income (30% of AMI), 31 units for low-income (80% of AMI), and 20 units for moderate-income (100% of AMI) households. The remaining 45 units developed on F-6B will be restricted to incomes at 120% AMI and will not be regulated by this agreement. The developer

requested to transfer 45 moderate-income units required in F-6B to parcel F-8A in order to help both projects with financing feasibility. The 45 units being moved to parcel F-8A will be restricted for low-income (80% AMI).

These units will serve a range of local housing needs, including members of the local workforce, families, young couples, single households, and seniors with low and very low incomes. Workers in these units could hold jobs ranging from employment in the service industry, local teachers, office assistants, custodians, store clerks, and others who are likely to have job opportunities in Roseville. The recommended agreement before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals.

On May 17, 2023, City Council approved a reservation in the amount of \$1.5 million in housing funds for the Prospera at Fiddymment Workforce project. The City was awarded a State Housing & Community Development Local Housing Trust Fund (LHTF) grant totaling \$6.7 million to fund affordable housing projects. The grant requires a dollar-for-dollar match of \$6.7 million, bringing the total funding for projects to \$13.4 million. Staff is requesting to loan \$1 million of LHTF and \$500,000 of the Housing Successor Low and Moderate Income Housing Asset Fund to support the creation of these affordable units.

In order to secure the Local Housing Trust Fund loan, the Housing Successor Low and Moderate Income Housing Asset Fund loan and affordability of the project, staff is requesting approval and execution of the attached loan documents and regulatory agreement.

The loan terms include guaranteed affordable rent for 55 years and a residual receipts loan accruing on the outstanding principal balance at a rate of three percent (3%) per annum. These regulatory and loan terms are consistent with previously developed City-assisted affordable housing projects. The City will also be subordinating these documents to the private lender on this project, as is standard with affordable housing development. Staff is also requesting authorization for the City Manager to execute any other necessary documents related to this action, such as subordination agreements and escrow instructions. The recommended agreement before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals.

FISCAL IMPACT

The Prospera at Fiddymment workforce housing project will be loaned \$1 million from the Local Housing Trust Fund Award grant, and \$500,000 from the Housing Successor Low and Moderate Income Housing Asset Fund. The necessary budget adjustments to recognize grant revenue and appropriate grant expenditures, along with matching funds from the City's Local Housing Trust Fund were adopted by City Council on September 21, 2022. No General Fund resources will be used for the loan of funds or implementation of the loan or regulatory agreements.

ENVIRONMENTAL REVIEW

Development of the Prospera at Fiddymment Workforce Housing Project was previously evaluated in West Roseville Specific Plan and Sphere of Influence Amendment EIR (certified January 9, 2004 and SCH# 2002082057), and identified in the associated West Roseville Specific Plan. Construction of Prospera at Fiddymment Workforce Housing Project is found to be within the scope

of the project covered by the West Roseville Specific Plan and Sphere of Influence Amendment Final EIR, and is therefore exempt from CEQA pursuant to Section 15182. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including residential subdivisions. Because the project is consistent with the West Roseville Specific Plan and Sphere of Influence Amendment Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan and Sphere of Influence Amendment EIR will be implemented during the design and construction of the Prospera at Fiddymont Workforce Housing Project. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15183, no additional CEQA review is required.

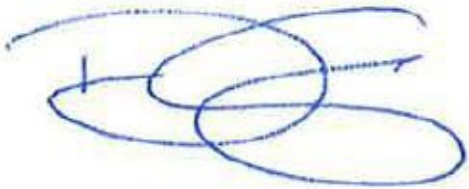
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-089

Regulatory Agreement

Subordination Agreement

LHTF Loan Agreement

LHTF Promissory Note

LHTF Deed of Trust

Low Mod Loan Agreement

Low Mod Promissory Note

Low Mod Deed of Trust

RESOLUTION NO. 24-089

APPROVING A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, A SUBORDINATION AGREEMENT, HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST, HOUSING SUCCESSOR LOW AND MODERATE INCOME HOUSING ASSET FUND LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMENT WORKFORCE PARTNERS, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (“ODS”) to streamline the construction of qualified affordable housing projects; and

WHEREAS, the Fifth Amendment of the Development Agreement by and between the City of Roseville and Roseville Fiddymment Land Venture included an obligation for one hundred ninety-five (195) affordable units to be developed on West Roseville Specific Plan Parcel F-6B; and

WHEREAS, Fiddymment Workforce Partners, L.P. successfully completed the ODS process in September 2021 for a project that included a density bonus request to increase the unit count to 198 total units; and

WHEREAS, the parcel will be developed as two separate affordable housing projects: a 94 unit affordable tax credit project and a 104 unit workforce housing project; and

WHEREAS, on May 17, 2023, City Council approved a reservation of Local Housing Trust Funds (LHTF) in the amount of \$1 million for the Fiddymment Workforce Partners, L.P. affordable project, Prospera at Fiddymment Workforce Housing project; and

WHEREAS, staff is requesting to loan \$1 million of Local Housing Trust Fund (LHTF) and \$500,000 of the Housing Successor Low and Moderate Income Housing Asset Fund to support the creation of these affordable units; and

WHEREAS, in order to secure both the LHTF and Housing Successor Low and Moderate Income Housing Asset Fund loan and affordability of the project, staff is requesting approval and execution of the loan documents and Regulatory Agreement, and Subordination Agreement; and

WHEREAS, the recommended Regulatory Agreement will continue to support the City’s General Plan in meeting the City of Roseville affordable housing goals; and

WHEREAS, the Subordination Agreement, Housing Trust Fund Loan Agreement, Promissory Note, and Deed of Trust have been reviewed by the City Council; and

WHEREAS, the Housing Successor Low and Moderate Income Housing Asset Fund Loan Agreement, Promissory Note, and Deed of Trust have been reviewed by the City Council; and

WHEREAS, a Regulatory Agreement and Declaration of Restrictive Covenants necessary for the City to monitor the affordable housing community at Prospera at Fiddymont, by and between the City of Roseville and Fiddymont Workforce Partners, L.P., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Subordination Agreement, Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust, said Housing Successor Low and Moderate Income Housing Asset Fund Loan Agreement, Promissory Note, and Deed of Trust and the Regulatory Agreement and Declaration of Restrictive Covenants are hereby approved and that the City Manager is authorized to execute them and any other related documents, including future subordination agreements, on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Attorney is also hereby authorized to approve non-substantive changes to these documents; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Regulatory Agreement and each of the Deeds of Trust, once fully executed, with the Placer County Recorder's Office.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

NO FEE DOCUMENT

PER GOV'T CODE § 27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

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

**REGULATORY AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

(Project: Prospera at Fiddymment – 2801 N. Hayden Parkway, Roseville)

This Regulatory Agreement and Declaration of Restrictive Covenants (“Regulatory Agreement”) is made this ____ day of _____, 2024 (“Effective Date”), by and between the City of Roseville, a municipal corporation (“CITY”), and Fiddymment Workforce Partners, L.P., a Delaware limited partnership (“OWNER/DEVELOPER”).

RECITALS

A. OWNER/DEVELOPER is the owner of real property located at 2801 N. Hayden Parkway, Roseville, California, (as more particularly described in **Exhibit A** (the “Property”). OWNER/DEVELOPER proposes to develop a one hundred four (104) unit multi-family apartment project (the “Project”) on the Property, fifty-nine (59) of which shall be rented at rents that are affordable to Moderate (100% of Area Median Income (AMI)), Low (80% of AMI), and Extremely Low (30% AMI) income households (collectively, the “Regulated Units”). 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. Development of the property is governed by the West Roseville Specific Plan.

B. The CITY has agreed to provide OWNER/DEVELOPER with financial assistance in the form of two loans to assist OWNER/DEVELOPER in the construction and permanent financing of the Project. One loan from the Local Housing Trust Fund is comprised of Five Hundred Thousand Dollars (\$500,000) of Program Funds and Five Hundred Thousand Dollars (\$500,000) of Matching Funds (the “LHTF Loan”). CITY attests that the underwriting standards being utilized for the LHTF Loan are those that have been submitted and approved by the California Department of Housing and Community Development. The second loan is from the Low and Moderate Income Housing Fund in the amount of Five Hundred Thousand Dollars (\$500,000) (the “Low/Mod Loan”) (collectively the “Loans”).

C. The sources of funds for the Loans are the Local Housing Trust Fund and Low and Moderate Income Housing Fund. The Local Housing Trust Fund loan is comprised of Five Hundred Thousand Dollars (\$500,000) of Program Funds and Five Hundred Thousand Dollars (\$500,000) of Matching Funds.

D. OWNER/DEVELOPER is financing the Project through a combination of equity raised through Low Income Housing Tax Credits, equity raised through solar credits, construction and permanent loans from banks, and the Loans. OWNER/DEVELOPER is simultaneously: (1) executing a Loan Agreement, a Promissory Note and a Deed of Trust evidencing and regulating certain aspects of 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, OWNER/DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreements, the Promissory Notes, the Deeds of Trust, and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

E. This Regulatory Agreement is being executed and recorded pursuant to the requirements of California Health and Safety Code Section 33334.3 which further requires the recordation of the "Notice of Affordability Restrictions on Transfer of Property," attached hereto as **Exhibit B**. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this Regulatory Agreement are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this Regulatory Agreement. This Regulatory Agreement, in conjunction with any other regulatory agreements between the OWNER/DEVELOPER and other providers of financing, will ensure the Project's continuing affordability.

F. The Loans are being made to OWNER/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 Loans, OWNER/DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, OWNER/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.

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, affordability restrictions as published annually by the California Department of Housing and Community Development 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. During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Area Median Income shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42.

3. **“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 OWNER/DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

4. **“LOANS”** means the loans of funds provided by the CITY to OWNER/DEVELOPER for the Project pursuant to the Loan Agreements.

5. **“LOAN AGREEMENTS”** means the Loan Agreements executed contemporaneously with this Regulatory Agreement by OWNER/DEVELOPER and the CITY, which governs the Loans, as well any amendments to, modifications of, or restatements of said Loan Agreements.

6. **“LOAN DOCUMENTS”** means, collectively, the Loan Agreements, 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.

7. **“NOTES”** means the promissory notes executed contemporaneously with this Regulatory Agreement by OWNER/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. The Notes are on file with the City of Roseville.

8. **“OWNER/DEVELOPER”** means Fiddymment Workforce Partners, L.P., a Delaware limited partnership, together with its permitted successors and assigns.

9. **“PROJECT”** means the development, construction and operation of a one hundred four (104) unit residential, multi-family rental apartment project on the Property of which fifty-nine (59) units are to be rented at rents that are affordable to Moderate, Low,

and Extremely Low income households 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 2801 N. Hayden Parkway, Roseville, California, 95747 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.

11. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **“QUALIFYING RENT”** means the maximum monthly rent allowed under **Exhibit C** “adjusted for family size appropriate to the unit” (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053 including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance)).

13. **“REGULATED UNITS”** means fifty-nine (59) rental dwelling units of the one hundred four (104) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable Moderate, Low, and Extremely Low income households and having the following composition: twenty-four (24) one (1) bedroom units, twenty (26) two (2) bedroom units, and nine (9) three (3) bedroom units.

14. **“HCD”** means California Department of Housing Community Development.

15. **“LHTF”** means the Local Housing Trust Fund Program administered from the California Department of Housing Community Development.

OWNER/DEVELOPER’S OBLIGATIONS

16. **COMPLIANCE WITH LOAN DOCUMENTS.** OWNER/DEVELOPER’s actions with respect to the Property and the use of Loans funds shall at all times be in full conformity with the requirements of the Loan Documents.

17. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from the CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this Regulatory Agreement shall remain effective and fully binding on OWNER/DEVELOPER for this full term 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 transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer).

18. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an “Acknowledgement and Consent Certificate”, in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this Regulatory Agreement. All persons holding any legal or equitable interest in the Property shall be bound by this Regulatory Agreement.

PROJECT OCCUPANCY AND RENTS

19. **OCCUPANCY OF PROJECT.** OWNER/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 C** 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, provided, however, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, income levels and other qualifications of applicants shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) two (2) one-bedroom, three (3) two-bedroom, and three (3) three-bedroom Regulated Units for households whose income does not exceed thirty percent (30%) of AMI (the “LHTF Units”); (ii) six (6) two-bedroom, and six (6) three-bedroom Regulated Units for households whose income does not exceed eighty percent (80%) of AMI; and (iii) twenty-two (22) one-bedroom and seventeen (17) two-bedroom Regulated Units for households whose income does not exceed one hundred percent (100%) of AMI. As of the date hereof, the Project is intended to have the benefit of a contract with respect to project based rental assistance under Section 8 of the United States Housing Act of 1937, as amended with respect to eight (8) of the units in the Project (the “Section 8 Units” which are intended to be rented to households whose income does not exceed thirty percent (30%) of AMI (the “Section 8 Contract”). If during the term of this Regulatory Agreement, the Section 8 Contract is not renewed or is terminated, then the Project must continue to reserve a total of eight (8) Regulated Units for households whose income does not exceed thirty percent (30%) of AMI.

At least 30% of program funds and matching funds must be allocated towards ELI Households (30% AMI or less); no more than 20% of program funds and matching funds may be allocated towards Moderate Income Households (Between 80% and 120% AMI), the remainder of program funds and matching funds may be allocated toward Lower Income Households (Between 30% to 80% AMI).

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. OWNER/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.

20. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit C** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations, provided in no case shall Qualifying Rents in any year be decreased more than five percent (5%) from the Qualifying Rents for the immediately preceding year. Except as provided in any current and applicable Housing Assistance Payment Contract, 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, provided, however, “affordable rent” for regulated Units restricted for households whose income does not exceed eighty percent (80%) of AMI, the Qualifying Rent shall not exceed the product of thirty percent (30%) of eighty percent (80%) of AMI, as permitted under Health and Safety Code section 50053, for the express purpose of allowing the OWNER/DEVELOPER to meet its debt underwriting and financing assumptions, and therefore to keep the Project affordable to lower-income households, it being agreed that (i) OWNER/DEVELOPER would not undertake to develop the Project with Regulated Units without a welfare exemption from California ad valorem property taxes pursuant to California Revenue and Taxation Code Section 214(g) with respect to the 30% AMI and 80% AMI Regulated Units, and (ii) all of the Regulated Units restricted for households whose income does not exceed thirty percent (30%) AMI and 80% of AMI are “units serving lower income households” for purposes of the welfare exemption from California ad valorem property taxes pursuant to California Revenue and Taxation Code Section 214(g). Nothing in this Regulatory Agreement shall prevent OWNER/DEVELOPER from charging lower rents.

21. **SECURITY DEPOSITS.** Any security deposits collected by OWNER/DEVELOPER or OWNER/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.

22. RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.

Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors (“AAFs”) as published by the United States Department of Housing and Urban Development (“HUD”) for the West Region and the California Department of Housing and Community Development (“HCD”).

In the event that HUD terminates publication of the AAFs, rents shall be adjusted as allowed by Tax Credit Law and the CA Tax Credit Allocation Committee, provided, however, in the event a regulatory agreement governing the allocation and award of any federal tax credits no longer is in effect rents shall be adjusted annually to coincide with the HCD State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If OWNER/DEVELOPER does not agree with the adjustment factors provided herein, OWNER/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 OWNER/DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

23. CONDOMINIUM CONVERSION PROHIBITED. OWNER/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.

24. NONDISCRIMINATION.

A. OWNER/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. OWNER/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, OWNER/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 OWNER/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 OWNER/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 OWNER/DEVELOPER and any person claiming under or through the OWNER/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. OWNER/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 Loans, and the reconveyance of the Deeds of Trust.

25. **MANAGEMENT RESPONSIBILITIES.** OWNER/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.

26. **INTENTIONALLY OMITTED.**

27. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** OWNER/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 Loan Agreements. 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 OWNER/DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to OWNER/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, OWNER/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 OWNER/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.

28. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of the senior lenders and the tax credit investor. During the monitoring as described in paragraph 34, 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.

OWNER/DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. OWNER/DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of FPI Management, Inc., a California Corporation, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

29. DISMISSAL OF MANAGEMENT AGENCY. Within fifteen (15) calendar days from OWNER/DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, OWNER/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, OWNER/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, OWNER/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 28.

30. MAINTENANCE AND SECURITY. OWNER/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. OWNER/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. OWNER/DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior

written notice to OWNER/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 Note 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 OWNER/DEVELOPER to the CITY, and shall be secured by the Deed of Trust.

31. UNIT VACANCIES. OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

32. INSPECTIONS AND RECORDS. OWNER/DEVELOPER shall maintain complete, accurate and current records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. OWNER/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. OWNER/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 OWNER/DEVELOPER or OWNER/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 OWNER/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. OWNER/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. OWNER/DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give OWNER/DEVELOPER sufficient notice to allow OWNER/DEVELOPER to give seventy-two (72) hours' notice to tenants.

33. ANNUAL REPORTS. OWNER/DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, OWNER/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, OWNER/DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the Loan Agreements and the Deeds of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Audited financial statements for the Project and OWNER/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. OWNER/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, OWNER/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 OWNER/DEVELOPER has complied with this Regulatory Agreement.

34. MONITORING/NON-COMPLIANCE/CURE. OWNER/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, OWNER/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 OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to OWNER/DEVELOPER

of its findings and of the exact nature of OWNER/DEVELOPER's non-compliance. OWNER/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, OWNER/DEVELOPER shall not be in breach so long as OWNER/DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/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.

35. CITY REMEDIES FOR BREACH. If OWNER/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 34, 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, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of OWNER/DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of OWNER/DEVELOPER shall be deemed to be a cure by OWNER/DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by OWNER/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 OWNER/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 OWNER/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 Note, accelerate the indebtedness evidenced by the Note, and with respect to the Loans, proceed with foreclosure under the Deeds of Trust;

B. Bring an action for equitable relief seeking the specific performance by OWNER/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 OWNER/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.

36. FEES, TAXES, AND OTHER LEVIES. OWNER/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, OWNER/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) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event OWNER/DEVELOPER exercises its right to contest any tax, assessment, or charge against it, OWNER/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.

37. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the Deed of Trust.

38. **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 Loans, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

39. **SUBORDINATION.** Except as expressly set forth herein, 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.

40. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, OWNER/DEVELOPER shall not, except as permitted below, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY and HCD. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 40 shall not apply to:

(i) 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;

(ii) the transfer of limited partner interests in OWNER/DEVELOPER;

(iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with OWNER/DEVELOPER or a general partner of OWNER/DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with OWNER/DEVELOPER or a general partner of OWNER/DEVELOPER if such transfer will maintain the property tax exemption for the Property);

(v) intentionally deleted;

(vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

(vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

(viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or

(ix) transfer of the Project or partnership interests in OWNER/DEVELOPER to a general partner of OWNER/DEVELOPER; or

(x) any mortgage, deed of trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deed of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development, or refinancing thereof.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is not in default under this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing defaults of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of OWNER/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 Loans; 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, OWNER/DEVELOPER shall not, except as may be contemplated herein or by the Loan Agreement, 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 and HCD. 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.

41. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

42. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, OWNER/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) OWNER/DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/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 OWNER/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. OWNER/DEVELOPER's duty to defend and indemnify Indemnitees shall survive the term of this Regulatory Agreement, the reconveyance of the Deed 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.

OWNER/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 Loans and any Project entitlements, permits, or approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

43. 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.

44. **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 OWNER/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.

45. **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.

46. **TIME.** Time is of the essence in this Regulatory Agreement.

47. **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.

48. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/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

Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

OWNER/DEVELOPER

Fiddymment Workforce Partners,
L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:
Crestone Development, LLC
1601 19th Street, Suite 1150
Denver, CO 80202
Attn: Phil Anderson

49. **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 OWNER/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 Loans or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "OWNER/DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

50. **RELATIONSHIP OF PARTIES.** The relationship of OWNER/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 OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as the CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

51. **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 OWNER/DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to OWNER/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 OWNER/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.

52. **OTHER AGREEMENTS.** OWNER/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. OWNER/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.

53. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

54. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

55. **ADMINISTRATIVE FEE.** In the event of OWNER/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, OWNER/DEVELOPER shall pay annually, not later than April 15 of each year, a \$10,000 fee ("Administrative Fee"). The CITY shall provide the OWNER/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 Note.

56. **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, OWNER/DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by OWNER/DEVELOPER, for CITY's staff actual 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 OWNER/DEVELOPER prior to the CITY commencing any review. It is estimated that the prepayment will be five thousand dollars (\$5,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing or resyndication.

57. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, OWNER/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.

58. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** OWNER/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.

59. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by Exhibit D, or OWNER/DEVELOPER's equivalent as approved in writing by the CITY.

60. **CURE BY PARTNERS OF DEVELOPER/OWNER.** Notwithstanding anything to the contrary in this Agreement, CITY agrees that any cure of a default hereunder by any partners of the OWNER/DEVELOPER shall be deemed to be a cure by the OWNER/DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the OWNER/DEVELOPER. The Limited Partner of OWNER/DEVELOPER shall be provided a duplicate copy of any notice of default at the address above and may change its address on file with the CITY by providing notice of same to CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and OWNER/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

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California

County of

Placer

On March 4, 2024 before me, Blair Hutchison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Melissa Anguiano

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

OWNER/DEVELOPER:

FIDDYMENT WORKFORCE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 

Name: Gregory Gossard

Title: Manager

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of SAN DIEGO }

On 02/22/2024 before me, GLOIRE BORA, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared GREGORY GOSSARD,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (is) are subscribed to the within instrument and acknowledged to me that
(he) ~~she/they~~ executed the same in (his) ~~her/their~~ authorized capacity(ies), and that by
(his) ~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel One:

Lot 2, as shown on that certain Parcel Map of “Prospera at Fiddymment Ranch F6B, being a resubdivision of West Roseville Specific Plan Parcel F-6b Subdivision No. PL21-0188”, which map was filed for record on December 16, 2022, in Book 36 of Parcel Maps, page 87, Placer County Records.

Parcel Two:

A non-exclusive easement for ingress and egress as described in that certain Agreement of Cross Use Easement by and between Fiddymment Affordable Partners, L.P., and Fiddymment Workforce Partners, L.P., dated as of December 29, 2022.

APN: 492-500-002-000 (portion)

EXHIBIT B
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

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

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

PLEASE TAKE NOTICE that the real property that is the subject of this Notice of Affordability Restrictions on Transfer of Property (hereinafter "Notice"), which property is identified and described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter "Property"), is subject to the following affordability covenants and restrictions that run with the land and are binding on Fiddymment Workforce Partners, L.P., a Delaware limited partnership, and/or its permitted successors and assigns:

- (a) The Property shall be developed, constructed, owned, operated and managed as a residential, multi-family rental housing apartment project to be rented at rents that are affordable to Moderate, Low and Extremely Low income households. Occupancy of fifty-nine (59) of the one hundred four (104) total units shall be reserved, for the full term set forth in subdivision (b) below, as follows:
 - (i) Two (2) one-bedroom, three (3) two-bedroom, and three (3) three-bedroom regulated units for households whose income does not exceed thirty percent (30%) of Area Median Income (as defined in the Regulatory Agreement between the City of Roseville, a municipal corporation and Fiddymment Workforce Partners, L.P., a Delaware limited partnership, executed on _____, 2024 and recorded concurrently with this Notice (hereinafter "Regulatory Agreement");
 - (ii) Six (6) two-bedroom and six (6) three-bedroom regulated units for households whose income does not exceed eighty percent (80%) of Area Median Income; and
 - (iii) Twenty-two (22) one-bedroom and seventeen (17) two-bedroom regulated units for households whose income does not exceed one hundred percent (100%) of Area Median Income.

Rents shall be established according to the schedule contained in the Regulatory Agreement.

- (b) The covenants and restrictions referenced above commence upon the execution of the Regulatory Agreement and shall remain in full force and

effect for a minimum of fifty-five (55) years after the date Fiddymment Workforce Partners, L.P., a Delaware limited partnership and/or its permitted successors and assigns, obtains a Certificate of Occupancy from the City of Roseville. The obligations referenced in this Notice and set forth in greater detail in the Regulatory Agreement shall remain effective and fully binding for this full term 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.

- (c) The street address for the Property is 2801 N. Hayden Parkway, Roseville, California, 95747, as further identified and described in **Exhibit A.**
- (d) The assessor's parcel number for the property is: APN: 492-500-002-000 (portion) as further identified and described in **Exhibit A.**

Any questions about the contents of this Notice may be directed to the Office of the City Attorney for the City of Roseville, 311 Vernon Street, Roseville, California 95678; Telephone (916) 774-5325.

CITY OF ROSEVILLE,
a municipal corporation

Dated: _____

By: _____
Michelle Sheidenberger
City Attorney
City of Roseville

EXHIBIT C
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income 30% AMI – Project Based Vouchers

Bedroom size	Number of Units	Gross Rent	Less approved CUAC*	Allowable Contract Rent
1	2	\$1,800	\$52	\$1,748
2	3	\$2,290	\$60	\$2,230
3	3	\$2,828	\$66	\$2,762

Maximum Household Income 80% AMI

Bedroom size	Number of Units	Gross Rent	Less approved CUAC*	Allowable Contract Rent
2	6	\$1,930	\$60	\$1,870
3	6	\$2,144	\$66	\$2,078

Maximum Household Income 100% AMI

Bedroom size	Number of Units	Gross Rent	Less approved CUAC*	Allowable Contract Rent
1	22	\$2,145	\$52	\$2,093
2	17	\$2,412	\$60	\$2,352

* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates.

EXHIBIT D

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____ Complex _____

Title _____ Date _____

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

[illegible]

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$_____.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income

contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of
_____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$	\$
Social Security	\$	\$
Civil Service	\$	\$
Pension _____	\$	\$
Interest _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Child Support	\$	\$
Welfare	\$	\$
Stocks/Bonds	\$	\$
Other _____	\$	\$
Other _____	\$	\$
TOTAL INCOME	\$	\$

Monthly base rent \$

Move-in date

BY

TITLE _____

DATE _____

AFFORDABLE TENANT RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

[illegible]

SUBORDINATION AGREEMENT

Among

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as trustee,

CITY OF ROSEVILLE,

and

FIDDYMENT WORKFORCE PARTNERS, L.P.

Dated as of _____, 2024

This instrument Prepared By
and after Recording Return To:

Adam S. Verstandig, Esq.
Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT dated as of _____, 2024 (as amended, modified, supplemented or assigned from time to time, this “**Agreement**”) by and among ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its permitted successors and assigns, “**Trustee**” or the “**Senior Lender**”), CITY OF ROSEVILLE, a municipal corporation (together with its permitted successors and assigns, “**Subordinate Lender**”), and FIDDYMENT WORKFORCE PARTNERS, L.P., a limited partnership duly organized and validly existing under the laws of the State of Delaware (together with its permitted successors and assigns, the “**Borrower**”),

WITNESSETH:

WHEREAS, the Borrower is the owner of certain property located in the City of Roseville, California, more particularly described on Exhibit A attached hereto, on which the Borrower intends to construct certain improvements consisting of a 104 unit multifamily apartment facility, together with related amenities (such property and the improvements described above are collectively referred to herein as the “**Property**”);

WHEREAS, the Property was acquired and is being constructed, in part, with the proceeds of those certain Taxable Multifamily Housing Revenue Bonds (Prospera at Fiddymment Ranch), Series 2022 in the original principal amount of \$ 26,375,000 (the “**Bonds**”), the proceeds of which are being made available to the Borrower pursuant to the terms of a Supplemental Agreement dated as of December 1, 2022 among FMSBonds, Inc., Mizuho Capital Markets, LLC, Senior Lender and the Borrower (as amended, modified or supplemented from time to time, the “**Supplemental Agreement**”);

WHEREAS, the Borrower’s obligations under the Supplemental Agreement are evidenced by that certain promissory note dated as of the date of issuance of the Bonds (as amended, modified or supplemented from time to time, the “**Note**”), and are secured by, among other things, a first-priority mortgage lien on the Property granted pursuant to a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (With Power of Sale) dated as of December 1, 2022 (as amended, modified or supplemented from time to time, the “**Senior Mortgage**”), and an Assignment of Leases, Rents and Other Income dated as of December 1, 2022 (as amended, modified or supplemented from time to time, the “**Senior Assignment**” and together with the Senior Mortgage, the “**Senior Mortgage Documents**”, which, together with the Supplemental Agreement, the Note and all other agreements contemplated therein or evidencing or securing the Borrower’s obligations under the Supplemental Agreement are hereinafter collectively referred to as the “**Senior Loan Documents**” and the indebtedness evidenced and secured by the Senior Loan Documents is hereinafter collectively referred to as the “**Senior Indebtedness**”);

WHEREAS, the Subordinate Lender made a loan to the Borrower, pursuant to a Housing Trust Fund Loan Agreement, dated on or about the date hereof (the “**HTF Subordinate Loan Agreement**”) and evidenced by a promissory note in the original face amount of \$1,000,000 (the “**HTF Subordinate Note**”);

WHEREAS, the Subordinate Lender made an additional loan to the Borrower, pursuant to a Housing Successor Low and Moderate Income Housing Asset Fund Loan Agreement, dated on or about the date hereof (the “**LHTF Subordinate Loan Agreement**”, and together with the HTF Subordinate Loan Agreement, collectively, the “**Subordinate Loan Agreement**”) and evidenced by a promissory note in the original face amount of \$500,000 (the “**LHTF Subordinate Note**”, and together with the HTF Subordinate Note, collectively, the “**Subordinate Note**”);

WHEREAS, the Borrower's obligations to Subordinate Lender under the Subordinate Loan Agreement and Subordinate Note (the "**Subordinate Indebtedness**") are secured by certain Deeds of Trust With Assignment of Rents, Security Agreements, and Fixture Filings, each dated on or about the date hereof (collectively, the "**Subordinate Mortgage**") and that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated on or about the date hereof (the "**Regulatory Agreement**", and together with the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Agreement and all other agreements contemplated therein or evidencing or securing the Subordinate Indebtedness are hereinafter referred to as the "**Subordinate Loan Documents**");

WHEREAS, it is a requirement of the Senior Loan Documents that the Senior Mortgage Documents shall be and remain liens or charges upon the Property prior and superior to the lien or charge of the Subordinate Mortgage, that the Subordinate Indebtedness be subordinated in right of payment to the Senior Indebtedness and that the Subordinate Indebtedness be payable solely from cash available after payment of operating expenses of the Property and amounts due and owing in respect of the Senior Indebtedness.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Subordination of Subordinate Mortgage. Subordinate Lender declares, agrees and acknowledges that the Senior Mortgage Documents, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor which do not increase the principal balance secured thereby (except increases by reason of protective advances or payment of Senior Lender's costs) and all advances made pursuant to the Senior Mortgage Documents, all costs and expenses secured thereby and interest on the foregoing, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the lien or charge of the Subordinate Mortgage.

2. Subordination of Subordinate Indebtedness; Remitting Subordinate Loan Payments to Senior Lender; Reinstatement.

(a) The Subordinate Indebtedness is hereby subordinated in right of payment to any and all of the Senior Indebtedness and shall be payable only from and to the extent of revenues of the Property available after payment of all amounts then due and owing under the Senior Loan Documents and all current operating expenses of the Property. Notwithstanding the foregoing, unless and until the Senior Lender gives Subordinate Lender notice of the occurrence of a default under the Senior Loan Documents, Subordinate Lender may receive and accept payments on account of principal and interest payable under the Subordinate Note to the extent of cash flow of the Borrower available after payment of current operating expenses of the Property and amounts then due and owing under the Senior Loan Documents.

(b) If Subordinate Lender shall receive any payments or other rights in any property of the Borrower after the Senior Lender has given Subordinate Lender notice of a default under the Senior Loan Documents, such payment or property shall be received by Subordinate Lender in trust for Senior Lender and shall immediately be delivered and transferred to Senior Lender.

(c) If at any time payment of all or any part of the Senior Indebtedness is rescinded or must otherwise be restored or returned by Senior Lender in connection with any bankruptcy, reorganization, arrangement, insolvency, liquidation or similar proceedings (a "**Proceeding**") in respect of Borrower or General Partner, and Subordinate Lender has received payment of all or any part of the Subordinate Indebtedness, Subordinate Lender shall forthwith turn over the same to, and for the account of, Senior Lender, until Senior Lender has received indefeasible payment in full of any such payments on the Senior Indebtedness that have been so rescinded, restored or returned.

3. Exercise of Remedies.

(a) Subordinate Lender declares, agrees, and acknowledges that it will not, without the prior written consent of Senior Lender: (i) sue the Borrower under any of the Subordinate Loan Documents; (ii) accelerate or accept a prepayment in full of the Subordinate Indebtedness; (iii) commence any action to foreclose or exercise any power of sale under the Subordinate Mortgage; (iv) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (v) seek or obtain a receiver for the Property or any part or portion thereof; (vi) take possession or control of the Property, or collect or accept any rents from the Property; (vii) take any action that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property; (viii) initiate or join any other creditor in commencing any Proceeding with respect to the Borrower; (ix) incur any obligation to the Borrower other than as provided in the Subordinate Loan Documents, (x) exercise any other remedies under the Subordinate Loan Documents; or (xi) take any other enforcement action against the Property or any part or portion thereof.

(b) Subordinate Lender agrees that Senior Lender shall have, as determined in accordance with and subject to the terms of the Senior Loan Documents, upon the occurrence of an Event of Default under and as defined in the Senior Loan Documents, the right to (i) accelerate the Senior Indebtedness; (ii) commence any action to foreclose or exercise any power of sale under the Senior Mortgage; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (iv) seek or obtain a receiver for the Property or any part or portion thereof; (v) take possession or control of the Property, and collect and accept rents from the Property; (vi) sue the Borrower under any of the Senior Loan Documents; (vii) exercise any rights of set-off or recoupment that Senior Lender may have against the Borrower; or (viii) take any other enforcement action against the Property or any part or portion thereof, all without any responsibility or liability to Subordinate Lender with respect to the Property.

(c) Subordinate Lender agrees that Senior Lender shall have absolute power and discretion, without notice to Subordinate Lender, to deal in any manner with the Senior Indebtedness, including interest, costs and expenses payable by the Borrower to Senior Lender, and any security and guaranties therefor, including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise or substitution; provided that Senior Lender shall not increase the principal amount of the indebtedness to which the Subordinate Loan Documents are subordinate (other than increases resulting from protective advances or payment of Senior Lender's costs) without the prior written consent of Subordinate Lender, which consent shall not be unreasonably withheld or delayed.

(d) Subordinate Lender further agrees that if at any time Subordinate Lender should commence any foreclosure proceeding, or commence any action to execute on any lien obtained by way of attachment or otherwise on the Property, or otherwise take any action prohibited under Paragraph 3(a), Senior Lender shall (unless Senior Lender has consented to such action or remedy) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as Senior Lender may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle Senior Lender to become a party to any proceedings at law or otherwise in or by which Senior Lender may deem it proper to protect its interests hereunder.

(e) No act, omission, breach or other event under this Agreement shall defeat, invalidate or impair in any respect the absolute, unconditional and irrevocable subordination of the Subordinate Loan Documents to the Senior Loan Documents as provided in this Agreement.

4. No Marshaling of Assets. Subordinate Lender specifically waives and renounces any right which it may have under any applicable statutes, whether at law or in equity, to require Senior Lender to

marshal collateral or to otherwise seek satisfaction from any particular assets or properties of the Borrower or from any third party.

5. Bankruptcy Matters.

(a) The subordination provided for in this Agreement shall apply, notwithstanding the availability of other collateral to Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage Documents or the Subordinate Mortgage and, insofar as Subordinate Lender is concerned, notwithstanding the fact that the Senior Indebtedness or any claim for the Senior Indebtedness may be subordinated, avoided or disallowed, in whole or in part, as against the Borrower under the Bankruptcy Code or other applicable federal or state law. In the event of any Proceeding, the Senior Indebtedness shall include all interest and fees accrued on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Proceeding, even if the claim for such interest and/or fees is not allowed as against the Borrower pursuant to applicable law.

(b) Without the prior written consent of Senior Lender, Subordinate Lender shall not, and Subordinate Lender waives any and all right: (1) to request adequate protection (as that term is defined in the Bankruptcy Code) (and in the event any such adequate protection is awarded to Subordinate Lender, Subordinate Lender hereby assigns any adequate protection in the form of cash to Senior Lender and any adequate protection in the form of a lien on or security interest in the Property or any other Collateral is hereby subordinated to all of Senior Lender's rights, liens or security interests in or to the Property and such other Collateral), (2) to file or support any motion for dismissal or relief from the automatic stay (as defined in the Bankruptcy Code), (3) to request any post-petition interest, (4) to request any sale of Borrower's assets, or (5) to file, propose, support, accept or reject any plan of reorganization of Borrower. Subordinate Lender further agrees that, with respect to any Proceeding: (1) it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against the Borrower or General Partner without the prior written consent of Senior Lender; (2) Senior Lender may vote in any such Proceeding any and all claims of Subordinate Lender against the Borrower or General Partner, and Subordinate Lender hereby appoints Senior Lender as its agent, and grants to Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Subordinate Lender in connection with any case by or against the Borrower or General Partner in any Proceeding, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code; and (3) Subordinate Lender shall not challenge the validity or amount of any claim submitted in such Proceeding by Senior Lender in good faith or any valuations of the Property or any other Collateral, or any portion of the foregoing, or other Senior Indebtedness collateral submitted by Senior Lender in good faith, in such Proceeding or take any other action in such Proceeding, which is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(c) Subordinate Lender agrees that Senior Lender does not owe any fiduciary duty to Subordinate Lender in connection with the administration of the Senior Indebtedness and the Senior Loan Documents and Subordinate Lender agrees not to assert any such claim. Subordinate Lender acknowledges that Senior Lender shall have the sole discretion to exercise or not exercise the rights set forth in this Agreement from time to time; and that such rights may be exercised solely in the interest of Senior Lender and without regard to the interest of Subordinate Lender in any action or proceeding, including in connection with any Proceeding.

6. Payment Set Aside. To the extent any payment under any of the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of set-off, or

otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

7. Casualty and Condemnation Proceeds. Subordinate Lender shall have no right to participate in the adjustment of the proceeds of insurance payable as the result of any casualty to the Improvements, or to participate in any manner whatsoever in activities relating to restoration or reconstruction of the Improvements, and Senior Lender shall have the exclusive right to receive, administer and apply all such proceeds as set forth in the Senior Loan Documents. In the event Senior Lender shall release, for the purposes of restoration of all or any part of the Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Subordinate Lender shall simultaneously release for such purpose all of Subordinate Lender's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Subordinate Lender agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event such proceeds are not released for any such restoration pursuant to the Senior Loan Documents, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been indefeasibly paid in full, prior to being applied to the payment of any amounts due under the Subordinate Loan Documents. If Senior Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Subordinate Lender agrees that Senior Lender shall also hold and monitor the disbursement of such proceeds, awards and compensation to which Subordinate Lender is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lender, in any way whatsoever, to act for or on behalf of Subordinate Lender or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Subordinate Lender.

8. Indemnification and Subrogation. If Subordinate Lender or any affiliate shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage Documents and the other Senior Loan Documents as provided herein, and Subordinate Lender or such affiliate hereby waives, until all amounts owed under the Subordinate Note have been indefeasibly paid in full, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise.

9. Subordination Effective. This Agreement, the subordination effected hereby, and the respective rights and priorities of the parties hereto in and to the Property, shall be effective as stated herein, notwithstanding any modification or amendment of any Senior Loan Document (other than any modification or amendment of any Senior Loan Document that increases the amount of indebtedness to which the Subordinate Indebtedness is subordinate for reasons other than protective advances or costs of Senior Lender), or the obtaining by Senior Lender or Subordinate Lender of any additional document confirming, perfecting or otherwise affecting the Senior Loan Documents, or the Subordinate Loan Documents, as the case may be.

10. Amendments of Subordinate Loan Documents and Senior Loan Documents. The Borrower and Subordinate Lender agree that they will not enter into any amendment, modification or supplement to any of the Subordinate Loan Documents without the express prior written consent of Senior Lender (which consent shall not be unreasonably withheld). No consent of Subordinate Lender shall be required for any amendment, modification or supplement to any of the Senior Loan Documents, provided that no amendment, modification or supplement to any of the Senior Loan Documents shall increase the amount of indebtedness to which the Subordinate Loan Documents are subordinate other than increases resulting from protective advances or costs of Senior Lender.

11. Notice of Defaults. Subordinate Lender hereby agrees to give notice to Senior Lender of any default (or event that, with the giving of notice or passage of time, or both, would constitute a default) under the Subordinate Loan Documents.

12. Cross Default. The Borrower and Subordinate Lender agree that a default under the Subordinate Loan Documents or Subordinate Lender's default hereunder shall, at the election of Senior Lender, constitute a default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other default under the Senior Loan Documents. If Subordinate Lender notifies Senior Lender in writing that any default under the Subordinate Loan Documents has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a foreclosure or exercised its rights with respect to the power of sale of the Property pursuant to its rights under the Senior Loan Documents, any default under the Senior Loan Documents arising solely from such default under the Subordinate Loan Documents shall be deemed cured, and the Senior Indebtedness shall be reinstated.

13. Further Assurances. The parties hereto shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

14. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

15. Equitable Remedies. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event any party fails to comply with its obligations hereunder, the aggrieved party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief, or such other equitable relief as may be available, other than consequential or punitive damages.

16. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notwithstanding the foregoing, if any such notice is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be deemed received on the date delivery is attempted. Notices shall be in writing and sent by certified U.S. mail, hand delivery, or by special courier (in each case, return receipt requested). Notices to any other party hereto shall be sent to the parties at the following addresses or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to Trustee:

Zions Bancorporation, National Association, as trustee
7390 N Academy Boulevard
Colorado Springs, Colorado 80920
Attention: Vladimir Muñoz

If to Subordinate Lender:

City of Roseville
316 Vernon Street, Suite 150
Roseville, California 95678
Attention: City Manager

If to Borrower:

Fiddymment Workforce Partners, L.P.
c/o The Hampstead Companies
1350 Columbia Street, Suite 802
San Diego, California 92101
Attention: Gregory Gossard

With a copy to:

Oceanside Capital, LLC
1601 19th Street, Suite 1150
Denver, Colorado 80202
Attention: Phil Anderson

With a copy to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
One Eastover Center
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
Attention: Howard Lee Hill II, Esq.

with a copy to:

Each Notice shall be effective the day delivered if personally delivered, the next business day if sent by overnight courier or three (3) days after being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. Each of the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change its respective address and the right to specify as its address any other address within the United States of America.

17. No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Agreement. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

18. Counterparts. 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.

19. Amendment, Supplement, Modification, Waiver and Termination. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party. All amendments shall be made in accordance with any applicable provisions of Article VIII of the Indenture.

20. Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to its conflict of laws principles.

22. Captions. Captions and headings in this Agreement are for convenience of reference only and shall not define, expand or limit the provisions hereof.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Integration. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

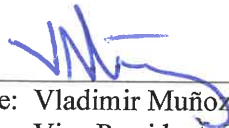
25. No Modification. This Agreement shall not be deemed or interpreted so as to expand or otherwise modify the rights and remedies of Senior Lender under the Senior Loan Documents or Subordinate Lender under the Subordinate Loan Documents with respect to the Borrower, or to diminish or change the obligations of, the Borrower under any of the foregoing.

26. Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Indenture.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the date and year first above written.

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION**, as trustee

By: 

Name: Vladimir Muñoz

Title: Vice President, Zions Bank Division

State of Colorado

)

)SS:

El Paso County

)

JACLYNN SANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054022939
MY COMMISSION EXPIRES 06/09/2025

On this, the 4 day of March, 2024, before me a notary public, the undersigned officer, personally appeared Vladimir Muñoz, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Jaclynn Sanderson
Notary Public

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Name: Dominick Casey
Title: City Manager

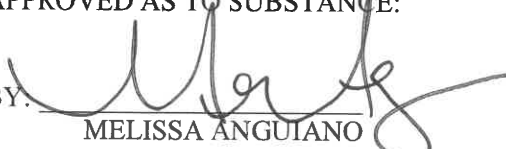
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

FIDDYMENT WORKFORCE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy WFH LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

ACKNOWLEDGEMENT

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

State of California)

County of San Diego)

On February 21st, before me, Jia Bushong, Notary Public, personally appeared Gregory Gossard, 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

Jia Bushong

(Seal)

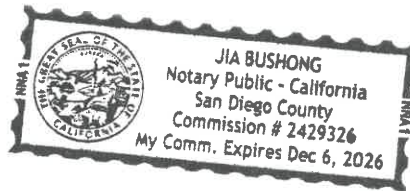


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel One:

Lot 2, as shown on that certain Parcel Map of "Prospera at Fiddymment Ranch F-6B, being a resubdivision of West Roseville Specific Plan Parcel F-6B , Subdivision No. PL 21-0188", which map was filed for record on December 16, 2022, in Book 36 of Parcel Maps, page 87, Placer County Records.

Parcel Two:

A non-exclusive easement for ingress and egress as described in that certain Agreement of Cross Use Easement by and between Fiddymment Affordable Partners, L.P., and Fiddymment Workforce Partners, L.P., dated as of December 29, 2022.

APN: 492-500-002-000 (portion)

HOUSING TRUST FUND LOAN AGREEMENT

Between

CITY OF ROSEVILLE

and

FIDDYMENT WORKFORCE PARTNERS, L.P.

2801 N. HAYDEN PARKWAY, ROSEVILLE

**HOUSING TRUST FUND LOAN AGREEMENT
(2801 N. HAYDEN PARKWAY, Roseville)**

This Housing Trust Fund Loan Agreement (the "Agreement") is entered into as of _____, 2024 (the "Effective Date"), by and between the City of Roseville, a municipal corporation (the "CITY" or "Beneficiary"), and Fiddymment Workforce Partners, L.P., a Delaware limited partnership (the "DEVELOPER" or "Owner" or "Borrower" or "Trustor"), with reference to the following facts:

RECITALS

A. The DEVELOPER intends to construct one hundred and four (104) residential rental units, along with approximately 4,000 square feet of amenity space (the "Development"), of which fifty-nine (59) residential rental units (the "Affordable Units") shall be affordable to moderate, low, and extremely low income households pursuant to the Regulatory Agreement, on property located at 2801 N. Hayden Parkway in the City of Roseville, Placer County, and as more particularly described in Exhibit A attached hereto (collectively, the "Property"). The Property is owned in fee title by the DEVELOPER.

B. In order to make the units in the Development affordable, the DEVELOPER wishes to borrow from the CITY and the CITY wishes to extend to the DEVELOPER a loan of One Million Dollars (\$1,000,000) (the "Loan") to be used for construction and permanent financing of the Development. The Loan will be evidenced by a promissory note (the "Note") executed by the DEVELOPER in favor of the CITY and secured by a deed of trust recorded against the Property (the "Deed of Trust").

C. The source of the Loan funds is the Roseville Housing Trust Fund ("Housing Trust Fund"), of which Five Hundred Thousand Dollars (\$500,000) consists of Program Funds from the Local Housing Trust Fund program administered by the California Department of Housing and Community Development (HCD) and Five Hundred Thousand Dollars (\$500,000) consists of Matching Funds.

D. The Loan is being made to the DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Development and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, the DEVELOPER has agreed to provide the Affordable Units for a fifty-five (55) year period from issuance of Certificate of Occupancy. The CITY and the DEVELOPER will record a regulatory agreement (the "Regulatory Agreement") against the Property to ensure the affordability of the Affordable Units. Separate regulatory agreements between the DEVELOPER and the entities providing the Approved Financing may also be executed to ensure the affordability of the Affordable Units.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Affordable Units" is defined in paragraph A of the Recitals.
- (b) "Agreement" is this Housing Trust Fund Loan Agreement.
- (c) "Annual Operating Expenses" is defined in Section 2.8(c) below.
- (d) "Approved Financing" shall mean all of the following loans and equity (item (i) referred to as the "Approved Construction Financing" and items (ii)-(v) referred to as the "Approved Permanent Financing") obtained by the DEVELOPER for the Development in addition to the Loan:
 - (i) Construction and Permanent Loan made by Zions Bancorporation, National Association, as trustee, which is a Senior Loan
 - (ii) City of Roseville Local Housing Trust Fund Loan
 - (iii) Limited Partner capital contributions
 - (iv) Energy Rebate, and Deferred Developer Fee
- (e) "Approved Project Budget" is the pro forma acquisition and construction budget for the Development, including sources and uses of funds, as approved by the CITY, and attached as Exhibit B.
- (f) "City" is defined in the first paragraph of this Agreement.
- (g) "Construction Component" defined in Section 2.1(a) below.
- (h) "County" means the County of Placer, a political subdivision of the State of California.
- (i) "DEVELOPER" is defined in the first paragraph of this Agreement.
- (j) "Deed of Trust" is the deed of trust of even date herewith, among the DEVELOPER, as trustor, Placer Title Company, as trustee, and the CITY, as beneficiary,

that will encumber the Development to secure repayment of the Loan and performance of all covenants of the Loan Documents.

- (k) "Default" is defined in Section 6.1 below.
- (l) "Default Rate" is defined in Section 2.2(b).
- (m) "Development" is defined in paragraph B of the Recitals.
- (n) "DIR" is defined in Section 3.3(c) below.
- (o) "Effective Date" is defined in the first paragraph of this Agreement.
- (p) "Final Disbursement" is defined in Section 2.1(a) below.
- (q) "Gross Revenue" is defined in Section 2.8(c) below.
- (r) "Hazardous Materials" is defined in Section 3.09(a) below.
- (s) "Hazardous Materials Claim" is defined in Section 3.09(b) below.
- (t) "Hazardous Materials Law" is defined in Section 3.09(b) below.
- (u) "HCD" is defined in Section 7.3 below.
- (v) "Loan" is defined in paragraph C of the Recitals.
- (w) "Loan Documents" are this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.
- (x) Intentionally omitted.
- (y) "Note" is the promissory note of even date herewith between the DEVELOPER and the CITY evidencing the DEVELOPER's obligation to repay the Loan.
- (z) "Parties" are the CITY and the DEVELOPER.
- (aa) "Property" is defined in paragraph B of the Recitals.
- (bb) "Regulatory Agreement" is defined in paragraph D of the Recitals.
- (cc) "Residual Receipts" are defined in Section 2.7(c) below.
- (dd) "Senior Lender" is a lender of a Senior Loan.
- (ee) "Senior Loan" is defined in Section 2.5 below.
- (ff) "Term" is defined in Section 2.8(a) below.

(gg) "Transfer" is defined in Section 3.14(a) below.

(hh) "Unit" means one of the one hundred and four (104) rental housing units to be constructed on the Property.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Approved Project Budget

ARTICLE 2. LOAN PROVISIONS

Section 2.1 Loan and Applications for Additional Financing.

(a) The CITY shall loan to the DEVELOPER the Loan in the principal amount of One Million Dollars (\$1,000,000) for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note.

Section 2.2 Interest.

(a) Interest. Subject to subsection (b) below, simple interest shall accrue on the outstanding principal balance of the Loan at a rate of three percent (3%) per annum.

(b) Default Interest. Upon the occurrence and continuance of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

Section 2.3 Use of Loan Funds. The DEVELOPER shall use the Loan funds to fund construction of the Development and subsequent permanent financing of the Development in a manner consistent with the Approved Financing and Approved Project Budget. The DEVELOPER shall not use the Loan for any other purposes without the prior written consent of the CITY and HCD.

Section 2.4 Security. The DEVELOPER shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and recording it as a lien against the Property senior in lien priority to all other deeds of trust recorded against the Property except as provided in Section 2.5 below. The DEVELOPER shall also cause or permit the Regulatory Agreement to be recorded against the Property in a position

superior to all other deeds of trust recorded against the Property, except as provided in Section 2.5 below.

Section 2.5 Subordination.

The Loan Documents shall be subordinated to the Construction Loan and Permanent Loan (in each case, a "Senior Loan") and to the loan documents evidencing and securing the Senior Loan. The CITY may subordinate to any other loans or affordability covenants as approved by the CITY and HCD in their reasonable discretion.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

(a) Maximum Disbursement. The maximum amount of funds to be disbursed pursuant to this Section 2.6 shall not exceed the amount of the Loan.

(b) Conditions Precedent to Disbursement of the Loan. The CITY shall not be obligated to make any disbursements of the Loan or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied prior to each such disbursement of Loan funds:

(i) There exists no uncured Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(ii) The DEVELOPER has delivered to the CITY a copy of a corporate resolution authorizing the DEVELOPER's execution of the Loan Documents;

(iii) Intentionally deleted

(iv) The DEVELOPER has delivered to the CITY a certificate of good standing dated within thirty (30) calendar days of the Effective Date;

(v) The DEVELOPER has furnished the CITY with evidence of the insurance coverage meeting the requirements of Section 3.15 below;

(vi) The DEVELOPER has caused to be executed and delivered to the CITY all Loan Documents and any other instruments and policies required under the Loan Documents;

(vii) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the County's Office of the Recorder concurrently with the close of escrow;

(viii) A title insurer reasonably acceptable to the CITY is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions listed on Schedule B to such Lender's Policy or as may be reasonably acceptable to the CITY (collectively, the "Permitted Encumbrances", and containing such endorsements as the CITY may reasonably require. The

DEVELOPER shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the CITY's Deed of Trust to be senior in lien priority to any other liens, except approved Senior Loans and other liens approved in writing by CITY;

(ix) The DEVELOPER is in possession of all City zoning and land use approvals required to construct the Development and has provided the CITY with evidence of such approvals;

(x) Intentionally deleted.

(xi) The DEVELOPER has provided to CITY and CITY has approved the Approved Project Budget as set forth in Section 1.1(e) above.

(c) Intentionally deleted.

(d) Intentionally deleted.

Section 2.7 Repayment Schedule.

The Loan shall be repaid as follows:

(a) The Loan and this Agreement shall have a term that commences on the Effective Date and expires on the earlier to occur of: (i) fifty-five (55) years from the date of issuance of the certificate of occupancy or equivalent certification provided by the CITY; or (ii) December 31, 2078 (the "Term").

(b) No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, the DEVELOPER shall make repayments of the Loan for that prior calendar year equal to the lesser of 1) on fifty percent (50%) of the available amount of Residual Receipts (as defined below in subsection (c)(iii)) or 2) the annual interest due. These payments shall be credited first against accrued interest and then against outstanding principal of the Loan, and shall be accompanied by the DEVELOPER's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Gross Revenue and Annual Operating Expenses). The DEVELOPER shall provide the CITY with any documentation reasonably requested by the CITY to substantiate the DEVELOPER's determination of Residual Receipts. If the repayments are not received by the CITY within fifteen (15) calendar days after the installment is due, DEVELOPER shall pay to the CITY a late charge of five percent (5%) of such installment. Such late charge shall be immediately due and payable without demand by the CITY.

(c) The following definitions shall apply for purposes of Section 2.8(b):

(i) "Annual Operating Expenses", with respect to a particular calendar year during the Term, means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant

using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans that are part of the Approved Financing; property management fees and reimbursements, excluding incentive management fees, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the CITY; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in the amount required by Senior Lenders or DEVELOPER's investor limited partner; cash deposited into an operating reserve for the Development in an amount required by Senior Lenders or DEVELOPER's investor limited partner; extraordinary operating costs specifically approved by the CITY; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves; general partner asset management fees not-to-exceed Twenty Five Thousand Dollars (\$25,000) in the first year and subject to annual increases at three percent (3%); limited partner asset management fees not-to-exceed Eight Thousand Five Hundred Dollars (\$8,500) in the first year and subject to annual increases at three percent (3%); the cost of social services; any tax credit adjuster payments; repayment of any completion or operating loans made to the Developer; deferred developer fees; and other ordinary and reasonable operating expenses approved by the CITY and not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(ii) "Gross Revenue," with respect to a particular calendar year during the Term, means all revenue, income, receipts, and other consideration actually received by DEVELOPER from operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds) and not payable to the Senior Lenders; and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include any rental income received from the Development's commercial space, tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) "Residual Receipts", with respect to a particular calendar year during the Term, means the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above).

(d) In connection with the annual payments required by Section 2.8(b), within one hundred twenty (120) calendar days of the end of the calendar year, the DEVELOPER shall furnish to the CITY an audited statement duly certified by an independent firm of certified public accountants, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(e) The DEVELOPER shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the CITY's written consent, which consent shall not be unreasonably withheld, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's calculation of Residual Receipts. Books, records and accounts relating to the DEVELOPER's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the CITY, its auditors or other CITY authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the DEVELOPER may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the CITY at the place that the books, records and accounts of the DEVELOPER are kept. The DEVELOPER shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered.

(f) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, or (ii) the expiration of the Term.

(g) The CITY and the DEVELOPER shall have the right, but not the obligation, to extend the period for repayment of the Loan if desirable to serve the purposes of this Agreement.

(h) The DEVELOPER shall have the right to prepay the Loan at any time without penalty. However, the Regulatory Agreement shall remain in effect for the entire Term.

Section 2.8 Non-Recourse.

Except as provided below, the DEVELOPER shall not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of the DEVELOPER under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the CITY with respect to the principal of, and interest on, the Note and defaults by the DEVELOPER in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust;

provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the CITY thereunder, or (b) be deemed in any way to impair the right of the CITY to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the DEVELOPER's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the DEVELOPER of its obligation to indemnify the CITY under Section 7.5 of this Agreement, for liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the DEVELOPER other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3. LOAN REQUIREMENTS

Section 3.1 Construction Reporting.

During construction of the Development, DEVELOPER shall provide to the CITY, on a monthly basis, copies of construction inspection reports and draw reports provided to construction lenders, at the same time as those reports are provided to construction lenders and regardless of whether the CITY is at the time being requested to make construction disbursements.

Section 3.2 Completion of Construction.

DEVELOPER shall diligently prosecute construction of the Development to completion, and shall cause the completion of the Development no later than required by the California Tax Credit Allocation Committee placed-in-service deadline associated with the Approved Financing, or such later date as the CITY may approve.

Section 3.3 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) DEVELOPER shall construct the Development in conformance with the Approved Financing and Approved Project Budget and consistent with the plans and specifications utilized to obtain City permits. DEVELOPER shall notify the CITY in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. HCD reserves the right to inspect any site upon which the work is being performed; and the DEVELOPER shall cause to be inserted in any subcontract for

performance of the work a provision permitting HCD or its agents the right to inspect the work-site at any reasonable time.

(b) DEVELOPER shall cause all construction work to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as further set forth in subsection (c) below; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and DEVELOPER shall be responsible to the CITY for the procurement and maintenance thereof, as may be required of DEVELOPER and all entities engaged in work on the construction.

(c) This Agreement has been prepared with the intention that CITY assistance under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds; provided, however, that nothing in this Agreement constitutes a representation or warranty by any party regarding the applicability of the provisions of Labor Code Section 1720 et seq., and the hiring of apprentices pursuant to Labor Code Sections 1777.5 et seq., to the Approved Financing. If applicable to the Approved Financing or Approved Project Budget, the DEVELOPER shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the construction of the Development, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations ("DIR"). The DEVELOPER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the DEVELOPER, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(d) As required by HCD as a condition of the Local Housing Trust Fund Program, during the construction period, if the DEVELOPER elects to place a sign or signs identifying the Development that is visible to the public, the DEVELOPER shall include the following language on the sign, "Funding provided by the Roseville Local Housing Trust Fund and the California Department of Housing and Community Development." If the DEVELOPER does not elect to place a sign on the Property identifying the Development, HCD may place one or more signs on the Property stating that it is providing financing for the Development.

Section 3.4 Mechanics Liens, Stop Payment Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop payment notice affecting the Loan is served on the CITY or any other lender or other third party in connection with the Development, then DEVELOPER shall, within thirty (30) calendar days after such filing or service, either pay and fully discharge the lien or stop payment notice, effect the release of such lien or stop payment notice by delivering to the CITY a surety bond in sufficient form and amount, or provide the CITY with other assurance satisfactory to the CITY that the claim of lien or stop payment notice will be paid or discharged.

(b) If DEVELOPER fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the CITY may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at DEVELOPER'S expense. Alternately, the CITY may require DEVELOPER to immediately deposit with the CITY the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The CITY may use such deposit to satisfy any claim or lien that is adversely determined against DEVELOPER.

(c) DEVELOPER shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development and take all other reasonable steps to forestall the assertion of claims of lien against the Property. DEVELOPER authorizes the CITY, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the CITY deems necessary or desirable to protect its interest in the Property.

Section 3.5 Inspections.

DEVELOPER shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the construction by the CITY and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.6 Equal Opportunity.

During construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.7 Information and Annual Reporting.

(a) The DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Development in connection with the DEVELOPER's use of the Loan funds. In particular, the DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Development's rent and occupancy levels, as well as the annual operating budget. Without limitation, the DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the Effective Date, hard copies and PDF copies of the following documents:

(i) insurance certificates detailing all coverage required under Section 3.15 below;

(ii) evidence of payment of property taxes or property tax exemption for the Development, as applicable;

(iii) audited financial statements for the Development and DEVELOPER; and

(iv) 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, and (iv) the date tenancy commenced for each Affordable Unit;

(b) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports on some or all of the Affordable 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 is not in default under this Agreement.

Section 3.8 Records. The DEVELOPER shall keep and maintain at the Development, or elsewhere with the CITY's written consent, which consent shall not be unreasonably withheld, full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's compliance with the terms and provisions of this Agreement. All such books, records, and accounts shall be open to and available for audit, inspection and copying by the CITY, their auditors or other authorized representatives at reasonable intervals during normal business hours. The DEVELOPER shall preserve such records for a period of not less than five (5) years after the creation of such records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

Section 3.9 Hazardous Materials.

(a) The DEVELOPER shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. The DEVELOPER shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) The DEVELOPER shall immediately advise the CITY in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the DEVELOPER or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against the DEVELOPER or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) the DEVELOPER's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The CITY shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the DEVELOPER. The DEVELOPER shall defend, indemnify and hold harmless the CITY and its councilmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the CITY in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup

order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to defend and indemnify shall survive termination of this Agreement.

(d) Without the CITY's prior written consent, which shall not be unreasonably withheld, the DEVELOPER shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the CITY's reasonable judgment, impair the value of the CITY's security hereunder; provided, however, that the CITY's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the CITY's consent before taking such action, provided that in such event the DEVELOPER shall notify the CITY as soon as practicable of any action so taken. The CITY agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) the DEVELOPER will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the DEVELOPER establishes to the reasonable satisfaction of the CITY that there is no reasonable alternative to such remedial action which would result in less impairment of the CITY's security hereunder; or (iv) the action has been agreed to by the CITY.

(e) The DEVELOPER hereby acknowledges and agrees that (i) this Section is intended as the CITY's written request for information (and the DEVELOPER's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the CITY's or the trustee's rights and remedies under the Deed of Trust, the CITY may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the DEVELOPER to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining the CITY's right to proceed as

an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the DEVELOPER shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the DEVELOPER knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the CITY in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the CITY upon its demand made at any time following the conclusion of such action.

Section 3.10 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, the DEVELOPER shall maintain the Development and the Property in good repair, reasonable wear and tear excepted, and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the DEVELOPER has not cured such condition within thirty (30) calendar days after receiving a CITY notice of such a condition, or within ninety (90) calendar days after receiving a CITY notice of such a condition in the case of a condition that cannot be reasonably remedied in thirty (30) calendar days, then in addition to any other rights available to the CITY, the CITY shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) 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.

Section 3.11 Fees and Taxes. The DEVELOPER shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent

owned by the DEVELOPER, and shall pay such charges prior to delinquency. However, the DEVELOPER shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the CITY, the DEVELOPER deposits with the CITY any funds or other forms of assurance that the CITY in good faith from time to time determines appropriate to protect the CITY from the consequences of the contest being unsuccessful.

Section 3.12 Notice of Litigation.

The DEVELOPER shall promptly notify the CITY in writing of any litigation which has the potential to materially affect the DEVELOPER or the Property or the Development and of any claims or disputes that involve a material risk of such litigation.

Section 3.13 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 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, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS) 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, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, 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 7285.0, 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 Agreement subcontracts to DEVELOPER services or works required of CITY by the State of California pursuant to agreement between 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 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this 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 Development, 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 Development.

(c) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (a).

(d) The DEVELOPER shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

(e) The requirements in this Section shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.14 Transfer.

(a) For purposes of this Agreement, "Transfer" is any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any of DEVELOPER'S rights and/or duties under this Agreement, and/or (ii) any ownership interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the DEVELOPER retains title. "Transfer" shall exclude the leasing of any single unit in the Development to an occupant, the granting of security interest in connection with the Approved Financing, and the transfer of an easement interest in the Property for utility purposes. The limitations on DEVELOPER's right of Transfer contained in this Section 3.14 also shall not apply to:

(i) 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;

(ii) the transfer of limited partner interests in DEVELOPER,

(iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER or a general partner of DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under

the direct control with DEVELOPER or a general partner of DEVELOPER if such transfer will maintain the property tax exemption for the Property);

(v) any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of eighty-five percent (85%) of the then applicable value of the Project;

(vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

(vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

(viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or

(ix) transfer of the Project or partnership interests in DEVELOPER to a general partner of DEVELOPER at the end of the fifteen year Tax Credit initial compliance period;

(x) intentionally deleted.

The City Manager or his/her designee is authorized to execute assignment and assumption agreements on behalf of the CITY to implement any approved Transfer.

(b) CITY is entering into this Agreement based on the experience, skill, and ability to perform of DEVELOPER. The DEVELOPER recognizes that its qualifications and identity are of particular concern to the CITY, in view of: (i) the importance of affordable housing to the general welfare of the community; (ii) the reliance by the CITY upon the unique qualifications and ability of the DEVELOPER to ensure the quality of the affordability, use, operation, and maintenance of the Development; (iii) the requirement that the Development be used for affordable housing; and (iv) DEVELOPER's representation that the Development is not to be acquired or used for speculation, but only for operation by the DEVELOPER in accordance with the Regulatory Agreement.

(c) No Transfer not specifically authorized in this Section 3.14 shall be permitted without the prior written consent of the CITY and HCD, which the CITY and HCD may withhold in their reasonable discretion. The Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the CITY and HCD.

(d) Intentionally deleted.

Section 3.15 Insurance Requirements.

(a) The DEVELOPER shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (occurrence form CG-0001).

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the CITY, naming the CITY as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

The DEVELOPER shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with the DEVELOPER or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (b), (c), and (d) below, including, without limitation, the requirement of subsection (c). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the CITY, its officers, officials, agents, employees and volunteers.

(b) The required insurance shall be provided under an occurrence form, and the DEVELOPER shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs shall be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII.

(c) Certificates. All insurance coverages referenced in subparagraph (a) above, shall be evidenced by one or more certificates of coverage or, with the consent of the CITY, demonstrated by other evidence of coverage acceptable to the CITY, which shall be filed by DEVELOPER and approved by the CITY prior to disbursement of the Loan. Such certificates shall be kept current during the term of this Agreement; shall provide that CITY shall be given no less than thirty (30) calendar days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) calendar days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in subparagraph (a)(ii) of this Section, and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subparagraph (a)(iii) of this Section, DEVELOPER shall also file with the CITY evidence of coverage an endorsement from the insurance provider naming CITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DEVELOPER not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of CITY shall pertain only to liability for activities of DEVELOPER under this Agreement, and that the insurance provided is primary coverage to CITY with respect to any insurance or self-insurance programs maintained by CITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the CITY, DEVELOPER shall provide or arrange for the insurer to provide within thirty (30) calendar days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, the CITY, which approval shall not be denied unless the CITY determines that the deductibles or self-insured retentions are unreasonably large in relation to the Loan and the Development and the risks of liability associated with the activities required of DEVELOPER by this Agreement. At the option of and upon request by the CITY if the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects CITY, its officers, employees, agents and volunteers or DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 4.

AFFORDABLE HOUSING REQUIREMENTS

Section 4.1 Affordability Restrictions.

In consideration for the Loan to be provided to the DEVELOPER on below-market terms, the DEVELOPER hereby agrees that fifty-nine (59) Units shall be affordable to moderate, low, and extremely low income tenants for fifty-five (55) years as further specified in the Regulatory Agreement between the DEVELOPER and CITY and other regulatory agreements between the DEVELOPER and providers of the Approved Financing. The DEVELOPER shall record against the Property, prior to the disbursement of any Loan funds, the Regulatory Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 5.1 Representations and Warranties.

The DEVELOPER hereby represents and warrants to the CITY as follows:

(a) Organization. The DEVELOPER is a duly organized Delaware limited partnership, validly existing and in good standing under the laws of the States of California and Delaware and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of the DEVELOPER. The DEVELOPER has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the DEVELOPER, and all actions required under the DEVELOPER's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the DEVELOPER enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the DEVELOPER, or any provision of the organizational documents of the DEVELOPER, or will conflict with or constitute a breach of or a default under any agreement to which the DEVELOPER is a party, or will result in the creation or imposition of any lien upon any assets or property of the DEVELOPER, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction and operation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of officers of any government or agency.

(g) Pending Proceedings. The DEVELOPER is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the DEVELOPER, threatened against or affecting the DEVELOPER or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the DEVELOPER, materially affect the DEVELOPER's ability to repay the Loan or impair the security to be given to the CITY pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, the DEVELOPER will have acquired the Property in fee, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the CITY or for the Approved Financing, except for Permitted Encumbrances and liens approved in writing by the CITY.

(i) Financial Statements. The financial statements of the DEVELOPER and other financial data and information furnished by the DEVELOPER to the CITY fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the DEVELOPER from that shown by such financial statements and other data and information.

(j) Taxes. The DEVELOPER has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon the DEVELOPER or the DEVELOPER's income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the DEVELOPER that could, if made, be reasonably expected to have a material adverse effect upon the

Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the DEVELOPER, taken as a whole, which would be expected to result in a material impairment of the ability of the DEVELOPER to perform under any Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the DEVELOPER of any Loan Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall constitute a "Default" by the DEVELOPER under this Agreement:

(a) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) calendar days after receipt of written notice from the CITY that such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by the DEVELOPER to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the CITY to the DEVELOPER or, if the breach cannot be cured within thirty (30) calendar days, the DEVELOPER shall not be in breach so long as the DEVELOPER is diligently undertaking to cure such breach; provided, however, that if a different period or notice requirement is specified under any other Section of this Article 6, the specific provisions shall control.

(c) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing (other than the Senior Loan financing), subject to applicable notice and cure periods.

(d) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the DEVELOPER to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the DEVELOPER or seeking any arrangement for the DEVELOPER under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the DEVELOPER in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of the DEVELOPER, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) calendar days; or the DEVELOPER shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(e) Assignment; Attachment. The DEVELOPER shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(f) Suspension; Termination. The DEVELOPER shall have voluntarily suspended its business or, shall have been dissolved or terminated.

(g) Liens on Property and the Development. There shall be filed any claim of lien (other than Permitted Encumbrances or liens in connection with the Approved Financing, and liens approved in writing by the CITY) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) calendar days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the CITY.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the CITY.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 3.14.

(j) Representation or Warranty Incorrect. Any DEVELOPER representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the CITY in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made or when later due to be performed.

Section 6.2 Remedies.

Notwithstanding anything to the contrary in any of the Loan Documents, any partners of the DEVELOPER shall have the right but not the obligation to cure any Default, The Limited Partner of DEVELOPER shall be given a duplicate notice of any Default at the address set forth in Section 7.9 of this Agreement. The CITY agrees that any cure of a Default by any partners of the DEVELOPER shall be deemed to be a cure by the DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the DEVELOPER. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the CITY or automatically where so specified, relieve the CITY of any obligation to make or continue the Loan and shall give the CITY the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The CITY shall have the right to cause all indebtedness of the DEVELOPER to the CITY under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The DEVELOPER waives all right to presentment, demand, protest or notice of protest or dishonor. The CITY may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the CITY as a creditor and secured party under the law, including the Uniform Commercial Code, and including foreclosure under the Deed of Trust.

(b) Specific Performance. The CITY shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the DEVELOPER to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at the DEVELOPER's Expense. The CITY shall have the right (but not the obligation) to cure any monetary default by the DEVELOPER under a loan other than the Loan. The DEVELOPER agrees to reimburse the CITY for any funds advanced by the CITY to cure a monetary default by the DEVELOPER upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and the Default Rate from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

The DEVELOPER shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the CITY or the rights of the CITY hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the CITY by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the CITY by the terms of any such instrument, or by any statute or otherwise against the DEVELOPER and any other person. Neither the failure nor any delay on the part of the CITY to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and

employee, principal and agent, limited or general partnership, or joint venture between the CITY and the DEVELOPER or its agents, employees or contractors, and the DEVELOPER shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The DEVELOPER has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the acquisition, construction, and operation of the Development, the DEVELOPER shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The DEVELOPER shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the CITY by any person that the DEVELOPER may have employed or with whom the DEVELOPER may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and the DEVELOPER shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties. The City Manager is authorized to execute on behalf of the CITY amendments to the Loan Documents or amended and restated Loan Documents so long as the City Council first approves any material change in the amount or terms of this Agreement or in the amounts or terms of financing provided by other parties for the Development, requiring conforming amendments to the Loan Documents. In the event of amendments to the Loan Documents, the DEVELOPER shall submit copies of all trust fund loan guidelines and underwriting standards and procedures for review and approval by the California Department of Housing and Community Development ("HCD").

Section 7.4 Loan Documents.

In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply.

Section 7.5 Indemnification.

(a) To the full extent permitted by law, the DEVELOPER shall indemnify, defend at its own expense, and hold the CITY and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in

connection with this Agreement, including but not limited to the purchase of the Property, development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the CITY or Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, the reconveyance of the Deed of Trust, and any release of part or all of the Property from the burdens of this Agreement. 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.

Section 7.6 Non-Liability of CITY Officials, Employees and Agents.

No official, employee or agent of the CITY shall be personally liable to the DEVELOPER in the event of any default or breach by the CITY or for any amount which may become due to the DEVELOPER or its successor or on any obligation under the terms of this Agreement.

Section 7.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The DEVELOPER shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the CITY, or any person related within the third (3rd) degree of such person.

(c) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the DEVELOPER, or immediate family

member of any of the preceding, shall make or participate in a decision, made by the CITY or a CITY council, board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the DEVELOPER. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 et seq., its implementing regulations manual and codes, and Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

DEVELOPER: Fiddymment Workforce Partners, L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Crestone Development, LLC 1601 19th Street, Suite 1150
Denver, CO 80202
Attn: Phil Anderson

CITY: City of Roseville
311 Vernon Street
Roseville, California 95678
Attn: City Manager

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Any notice sent to DEVELOPER will also be sent to DEVELOPER'S limited partner.

Section 7.10 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Venue shall be Placer County.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors,

administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind the DEVELOPER and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the CITY and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or defaults are due to war, terrorism, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) calendar days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. In no event shall the CITY be required to agree to cumulative delays in excess of one hundred eighty (180) calendar days.

Section 7.15 CITY Approval.

The CITY has authorized the City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of the DEVELOPER defaults under the Loan Documents. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 7.16 Waivers.

Any waiver by the CITY of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the CITY to take action on any breach or default of the DEVELOPER or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the DEVELOPER to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the CITY to any act or omission by the DEVELOPER shall not be construed to be a consent to any other or subsequent

act or omission or to waive the requirement for the CITY's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan. If there is any conflict between this Agreement and any other Loan Documents, the most restrictive provisions shall control.

Section 7.19 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on following page.]

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and DEVELOPER has caused this Agreement to be executed.

City of Roseville, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

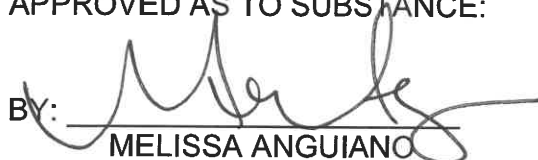
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

DEVELOPER:

FIDDYMENT WORKFORCE PARTNERS, L.P., a
Delaware Limited Partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its General Partner

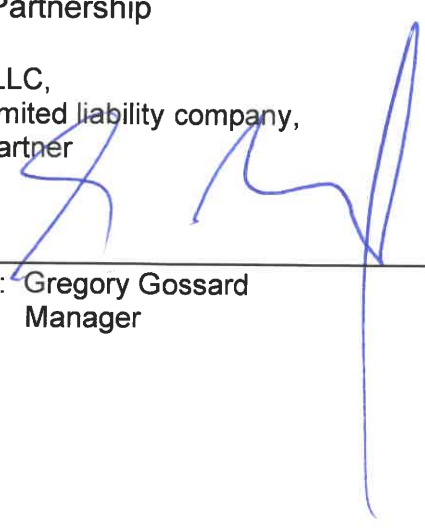
By: 
Name: Gregory Gossard
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel One:

Lot 2, as shown on that certain Parcel Map of “Prospera at Fiddymment Ranch F-6B, being a resubdivision of West Roseville Specific Plan Parcel F-6b, Subdivision No. PL21-0188”, which map was filed for record on December 16, 2022, in Book 36 of Parcel Maps, page 87, Placer County Records.

Parcel Two:

A non-exclusive easement for ingress and egress as described in that certain Agreement of Cross Use Easement by and between Fiddymment Affordable Partners, L.P., and Fiddymment Workforce Partners, L.P., dated as of December 29, 2022.

APN: 492-500-002-000 (portion)

EXHIBIT B
APPROVED PROJECT BUDGET

Prospera - Workforce
Workforce

104 Units

Sources and Uses of Funds*

4%

Scenario



SOURCES:		Project Debt - current rents	Int. rate: 6.18%	[NOI]	24,175,000
		Project Debt - earnout			2,200,000
		Est. Energy Subsidies	Rough	Net	100,000
		Income during Constr.	see detail: [Constr. Ops]		857,806
		Solar Credits			196,281
		City of Roseville Loan			1,500,000
		Mezz Equity			10,400,000
		Total SOURCES:			39,429,087
		(Gap - Deferred Developer Fee)/Surplus			(469,937)

USES:		ACQUISITION & HARD COSTS			
		Acquisition:			
		Land and Building(s)		5	525
		Direct Construction Costs:			
		Construction Costs	183,409 per unit		19,074,513
		Site Work	35,048 per unit		3,645,028
		Contractor Contingency	4,368 per unit		454,273
		Direct Costs Subtotal	222,825 per unit		23,173,815
		General Requirements	1.15%		266,772
		General Cond.	3.45%		799,268
		Builder Profit/Overhead	4.51%		1,045,038
		GC Fees Subtotal	9.11%		2,111,078
		Bond Premium	0.54%		125,056
		Security during Construction			95,993
		Insurance/Builders Risk/GC Insurance			237,789
		Indirect Costs Subtotal			458,838
		Total Workforce Contract	247,536 per unit		25,743,730
		Community Bldg./Amenities/GC Contingency - Workforce Share			989,208
		Community Bldg./Amenities (GC/GR/OH&P) - Workforce Share			167,227
		Total Community Building Costs - Workforce Share			1,156,435
		Owner's Contingency	5.00% of budget		1,264,245
		Total Const Costs:	270,812 per unit		28,164,410
		TOTAL Acquisition & Hard Costs:			28,164,935

SOFT COSTS

Construction Related:					
Architect	2.30% of constr. costs				646,637
Civil Engineer	895 per unit				93,127
Low-voltage consultant					22,953
Dry Utilities Coordinator					25,481
PV Design					28,981
Lender's Inspector					22,500
Construction Management	\$0 per unit				131,313
Special Testing	\$0 per unit	0			95,721
Permit Fees					110,602
Impact/School Fees					5,797,607
Builder's Risk					510,761
Borrower Legal:					
GP Equity					0
Legal Consulting Fees					5,000
Other					0
Borrower's Counsel					75,000
HUD Regulatory					0
Due Diligence:					
Appraisal					6,000
Red Stone Underwriting Costs					9,966
Market Study					6,500
Phase I Audit					8,684
Survey					13,079
Environmental Assessment					7,836
Pre-REAC Inspection					0
ACM, LBP, O&M					0
Miscellaneous:					
Title/Disbursements					40,000
Marketing					22,571
Accounting					15,000
Real Estate Taxes					32,000
Real Estate Transfer Taxes					0
FF&E					50,000
Pre-Development Interest					0
Travel & Misc.					5,000
Soft Cost Contingency	0.00% of total sources				0
		TOTAL Soft Costs:			7,782,520

RESERVES

Pre-Funded Reserve for Replacement	see detail: [NOI]	\$0		0
Operating Reserve		\$0		406,909
Transition Reserve	OR 25.00%	0		0
		TOTAL Reserves:		406,909

FINANCING

Financing Costs	see detail: [Debt]			712,600
Construction Interest & Debt Service	see detail: [Construct.]			2,303,499
Investor Due Diligence Fee				0
City of Roseville Fees	TC Alloc. %: 0%	Loan Fee:		
	App Fee: \$0			
	Reservation Fee: \$0			
	Compliance Monitoring Fee: \$0	1st year		
		TOTAL Financing:		3,016,099

DEVELOPER FEE

		Basis	Fee	
Construction Cost	1.50%	35,250,729	\$528,761	100%
Acquisition	15.00%	0	0	0%
		TOTAL Developer Fee:		\$528,761

Total USES:	39,899,024
--------------------	-------------------

**PROMISSORY NOTE
(Secured By Deed of Trust)**

2801 N. Hayden Parkway, Roseville

\$1,000,000

City of Roseville, California
_____, 2024

FOR VALUE RECEIVED, the undersigned, Fiddymment Workforce Partners, L.P., a Delaware limited partnership (the "Borrower"), hereby promises to pay to the order of the City of Roseville, a municipal corporation (the "City"), 311 Vernon Street, Roseville, California 95678, the principal amount of One Million Dollars (\$1,000,000), or so much thereof as is disbursed to the Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to ARTICLE 2 below.

ARTICLE 1 Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of One Million Dollars (\$1,000,000) for the funds loaned to the Borrower by the City for construction and permanent financing of the Development pursuant to the Housing Trust Fund Loan Agreement between the Borrower and the City of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

ARTICLE 2 Interest. The principal balance of this Note shall bear three percent (3%) simple interest; provided, however, if a Default occurs, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

ARTICLE 3 Term and Repayment Requirements. The term of this Note shall commence on the date of this Note (the "Effective Date") and shall expire the earlier to occur of (i) fifty-five (55) years from date of issuance of the certificate of occupancy or equivalent certification provided by the City; or (ii) December 31, 2079 (the "Term"). This Note shall be due and payable upon expiration of this Note, unless sooner due or paid as provided herein and as further defined in the Loan Agreement.

ARTICLE 4 No Assumption. Except as permitted in the Loan Agreement, this Note shall not be assumable by the successors and assigns of the Borrower without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, in the event that the City is no longer in operation, the Borrower shall make all payments due to the California Department of Housing and Community Development.

ARTICLE 5 Security. This Note is to be secured by the Deed of Trust of even date, wherein the Borrower is the trustor and the City is the beneficiary.

ARTICLE 6 Terms of Payment. No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, Borrower shall make repayments of the Loan for that prior calendar year equal to the lesser of 1) fifty percent (50%) of the available amount of Residual Receipts, all as provided in Section 2.7 of the Loan Agreement or 2) the annual interest due. "Residual Receipts," with respect to a particular calendar year of the term, means the amount by which Gross Revenue exceeded Annual Operating Expenses, as further defined in the Loan Agreement. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

6.1 All payments on this Note shall be paid to the City at 311 Vernon Street, Roseville, California 95678, or to such other place as the City may from time to time designate by notice pursuant to the Loan Agreement.

6.2 All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the City, incurred in connection with the payment of this Note and the release of any security hereof.

6.3 Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

6.4 This Note is nonrecourse to the Borrower and its partners, pursuant to and except as provided in the Loan Agreement.

6.5 If any payments under this Note are not received by the City within fifteen (15) calendar days after the installment is due, Borrower shall pay to the City a late charge of five percent (5%) of such payment. Such late charge shall be immediately due and payable without demand by the City.

ARTICLE 7 Default.

7.1 Any of the following shall constitute an event of default under this Note:

(a) Any failure to pay, in full, any payment required under this Note when due following written notice by the City of such failure and ten (10) calendar days opportunity to cure;

(b) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note, subject to the notice and cure period set forth in the Loan Agreement;

(c) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or any other instrument securing the obligations of the Borrower under this Note, subject to notice and cure periods, if any, set forth therein.

7.2 Upon the occurrence and continuance of one or more of the foregoing events of default, beyond the applicable cure period, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust, shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

7.3 The City's failure to exercise the remedy set forth in Section 7.2 above or any other remedy provided by law upon the occurrence of one or more events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the City hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the City, except as and to the extent otherwise provided by law.

7.4 Borrower's limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

7.5 During the existence of default or delinquency under the terms of this Note or the Deed of Trust, beyond the applicable cure period, the City is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

ARTICLE 8 Waivers.

8.1 The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

8.2 Any extension of time for payment of this Note or any installment hereof made by agreement of the City with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

8.3 The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

ARTICLE 9 Miscellaneous Provisions.

9.1 All notices to the City or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the City and the Borrower may therein designate.

9.2 The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

9.3 This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note shall be governed by and construed in accordance with the laws of the State of California.

9.5 The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

9.6 This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

9.7 This Note shall be binding upon the Borrower, its successors and assigns.

9.8 If any term, condition or provision of this Note is in conflict with the term, condition or provision of the Loan Agreement, the Deed of Trust, or the Regulatory Agreement, said term, condition or provision of the Loan Agreement, the Deed of Trust, and the Regulatory Agreement shall control to the extent of such conflict.

9.9 If any term of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9.10 Borrower may prepay this Note in full or in part at any time, without any prepayment penalty being charged by the City.

BORROWER:

FIDDYMENT WORKFORCE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

2801 N. Hayden Parkway, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING ("Deed of Trust") is made as of _____, 2024, by and among Fiddymment
Workforce Partners, L.P., a Delaware limited partnership ("Trustor"), Placer Title Company
("Trustee"), and the City of Roseville ("Beneficiary"). The Beneficiary attests that the underwriting
standards being utilized for this transaction are those that have been submitted and approved by the
California Department of Housing and Community Development.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein
recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby
irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE,
for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set
forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of
California, that is described in the attached Exhibit A, incorporated herein by this reference (the
"Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which
Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as
a means of access thereto, including (without limiting the generality of the foregoing) all tenements,
hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description
now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed
upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said
property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Housing Trust Fund Loan Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor One Million Dollars (\$1,000,000) to assist in the permanent financing of one hundred and four (104) rental housing units (including one manager's unit) on the Property, of which fifty-nine (59) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the Loan Agreement.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of One Million Dollars (\$1,000,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2:

MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary, which approval shall not be unreasonably withheld.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become

due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate

permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the Loan Agreement). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 3.10 of the Loan

Agreement.

**ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST**

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other reasonable professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixture filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may

reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous

Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section

726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an “environmental provision” for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be “environmentally impaired” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an “affected parcel” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary’s or the Trustee’s rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary’s right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys’ fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: “No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.”

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default (“Events of Default”) following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor’s other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor’s other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor’s limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell

the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act

or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8: MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

Fiddymment Workforce Partners, L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Crestone Development, LLC
1601 19th Street, Suite 1150
Denver, Co 80202
Attn: Phil Anderson

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to

and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by

written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

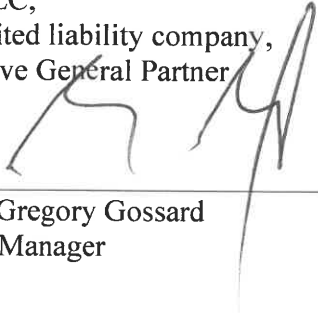
[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

FIDDYMENT WORKFORCE PARTNERS, L.P., a
Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by **Fiddlyment Workforce Partners, L.P., a Delaware limited partnership**(the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of **One Million Dollars (\$1,000,000)** made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Loan Agreement executed by Trustor and Beneficiary (the "Loan Agreement") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the Loan Agreement between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

Crestone Development, LLC
1601 19th Street, Suite 1150
Denver, CO 80202
Attn: Phil Anderson

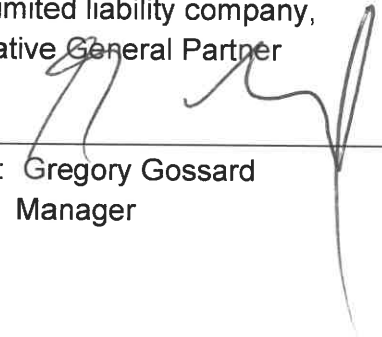
The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 3.14 of the Loan Agreement shall not constitute a violation of the Loan Documents.
4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (with Power of Sale), dated as of December 1, 2022, as amended, made by Trustor to in favor of Red Zions Bancorporation, National Association, and that certain regulatory agreement, as amended, in favor of the California Tax Credit Allocation Committee.
5. This Rider may be executed in counterparts.
In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR

FIDDYMENT WORKFORCE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

BENEFICIARY

CITY OF ROSEVILLE, a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

Carmen Avalos
City Clerk

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

State of California)

County of Placer)

On 8/04/24 before me, Quane Bork, a Notary Public in and for said State, personally appeared, Gregory Gossard, proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



SEE ATTACHED
NOTARY CERTIFICATE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of SAN DIEGO }

On 03/04/2023 before me, GLOIRE BORA, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared GREGORY GOSSARD,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel One:

Lot 2, as shown on that certain Parcel Map of "Prospera at Fiddymment Ranch E-6B, being a resubdivision of West Roseville Specific Plan parcel F-6b, Subdivision No. PL121-0188", which map was filed for record on December 16, 2022, in Book 36 of Parcel Maps, page 87, Placer County Records.

Parcel Two:

A non-exclusive easement for ingress and egress as described in that certain Agreement of Cross Use Easement by and between Fiddymment Affordable Partners, L.P. and Fiddymment Workforce Partners, L.P., dated as of December 29, 2022.

APN: 492-500-002-000 (portion)

**HOUSING SUCCESSOR LOW AND MODERATE INCOME HOUSING ASSET FUND
LOAN AGREEMENT**

Between

CITY OF ROSEVILLE

and

FIDDYMENT WORKFORCE PARTNERS, L.P.

2801 N. HAYDEN PARKWAY, ROSEVILLE

**HOUSING SUCCESSOR LOW AND MODERATE INCOME HOUSING ASSET FUND
LOAN AGREEMENT
(2801 N. HAYDEN PARKWAY, Roseville)**

This Housing Successor Low and Moderate Income Housing Asset Fund Loan Agreement (the "Agreement") is entered into as of _____, 2024 (the "Effective Date"), by and between the City of Roseville, a municipal corporation (the "CITY"), and Fiddymment Workforce Partners, L.P., a Delaware limited partnership (the "DEVELOPER"), with reference to the following facts:

RECITALS

A. The DEVELOPER intends to construct one hundred and four (104) residential rental units, along with approximately 4,000 square feet of amenity space (the "Development"), of which fifty-nine (59) residential rental units (the "Affordable Units") shall be affordable to moderate, low, and extremely low income households pursuant to the Regulatory Agreement, on property located at 2801 N. Hayden Parkway in the City of Roseville, Placer County, and as more particularly described in Exhibit A attached hereto (collectively, the "Property"). The Property is owned in fee title by the DEVELOPER.

B. In order to make the units in the Development affordable, the DEVELOPER wishes to borrow from the CITY and the CITY wishes to extend to the DEVELOPER a loan of Five Hundred Thousand Dollars (\$500,000) (the "Loan") to be used for construction and permanent financing of the Development. The Loan will be evidenced by a promissory note (the "Note") executed by the DEVELOPER in favor of the CITY and secured by a deed of trust recorded against the Property (the "Deed of Trust").

C. The source of the Loan funds is the Housing Successor Low and Moderate Income Housing Asset Fund ("Low/Mod Fund").

D. The Loan is being made to the DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Development and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, the DEVELOPER has agreed to provide the Affordable Units for a fifty-five (55) year period. The CITY and the DEVELOPER will record a regulatory agreement (the "Regulatory Agreement") against the Property to ensure the affordability of the Affordable Units. Separate regulatory agreements between the DEVELOPER and the entities providing the Approved Financing may also be executed to ensure the affordability of the Affordable Units.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Affordable Units" is defined in paragraph B of the Recitals.
- (b) "Agreement" is this Low/Mod Fund Loan Agreement.
- (c) "Annual Operating Expenses" is defined in Section 2.8(c) below.
- (d) "Approved Financing" shall mean all of the following loans and equity (item (i) referred to as the "Approved Construction Financing" and items (ii)-(v) referred to as the "Approved Permanent Financing") obtained by the DEVELOPER for the Development in addition to the Loan:
 - (i) Construction and Permanent Loan made by Zions Bancorporation, National Association, as trustee, which is a Senior Loan
 - (ii) City of Roseville Low/Mod Fund Loan
 - (iii) Limited Partner capital contributions
 - (iv) Energy Rebate, and Deferred Developer Fee
- (e) "Approved Project Budget" is the pro forma acquisition and construction budget for the Development, including sources and uses of funds, as approved by the CITY, and attached as Exhibit B.
- (f) "City" is defined in the first paragraph of this Agreement.
- (g) "Construction Component" defined in Section 2.1(a) below.
- (h) "County" means the County of Placer, a political subdivision of the State of California.
- (i) "DEVELOPER" is defined in the first paragraph of this Agreement.
- (j) "Deed of Trust" is the deed of trust of even date herewith, among the DEVELOPER, as trustor, Placer Title Company, as trustee, and the CITY, as beneficiary, that will encumber the Development to secure repayment of the Loan and performance of all covenants of the Loan Documents.

- (k) "Default" is defined in Section 6.1 below.
- (l) "Default Rate" is defined in Section 2.2(b).
- (m) "Development" is defined in paragraph B of the Recitals.
- (n) "DIR" is defined in Section 3.3(c) below.
- (o) "Effective Date" is defined in the first paragraph of this Agreement.
- (p) "Final Disbursement" is defined in Section 2.1(a) below.
- (q) "Gross Revenue" is defined in Section 2.8(c) below.
- (r) "Hazardous Materials" is defined in Section 3.09(a) below.
- (s) "Hazardous Materials Claim" is defined in Section 3.09(b) below.
- (t) "Hazardous Materials Law" is defined in Section 3.09(b) below.
- (u) "Loan" is defined in paragraph C of the Recitals.
- (v) "Loan Documents" are this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.
- (w) Intentionally omitted.
- (x) "Note" is the promissory note of even date herewith between the DEVELOPER and the CITY evidencing the DEVELOPER's obligation to repay the Loan.
- (y) "Parties" are the CITY and the DEVELOPER.
- (z) "Property" is defined in paragraph B of the Recitals.
- (aa) "Regulatory Agreement" is defined in paragraph D of the Recitals.
- (bb) "Residual Receipts" are defined in Section 2.7(c) below.
- (cc) "Senior Lender" is a lender of a Senior Loan.
- (dd) "Senior Loan" is defined in Section 2.5 below.
- (ee) "Term" is defined in Section 2.8(a) below.
- (ff) "Transfer" is defined in Section 3.14(a) below.

- (gg) "Unit" means one of the one hundred and four (104) rental housing units to be constructed on the Property.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
Exhibit B: Approved Project Budget

**ARTICLE 2.
LOAN PROVISIONS**

Section 2.1 Loan and Applications for Additional Financing.

(a) The CITY shall loan to the DEVELOPER the Loan in the principal amount of Five Hundred Thousand Dollars (\$500,000) for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note.

Section 2.2 Interest.

(a) Interest. Subject to subsection (b) below, simple interest shall accrue on the outstanding principal balance of the Loan at a rate of three percent (3%) per annum.

(b) Default Interest. Upon the occurrence and continuance of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

Section 2.3 Use of Loan Funds. The DEVELOPER shall use the Loan funds to fund construction of the Development and subsequent permanent financing of the Development in a manner consistent with the Approved Financing and Approved Project Budget. The DEVELOPER shall not use the Loan for any other purposes without the prior written consent of the CITY.

Section 2.4 Security. The DEVELOPER shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and recording it as a lien against the Property senior in lien priority to all other deeds of trust recorded against the Property except as provided in Section 2.5 below. The DEVELOPER shall also cause or permit the Regulatory Agreement to be recorded against the Property in a position superior to all other deeds of trust recorded against the Property, except as provided in Section 2.5 below.

Section 2.5 Subordination.

The Loan Documents shall be subordinated to the Construction Loan and Permanent Loan (in each case, a "Senior Loan") and to the loan documents evidencing and securing the Senior Loan. The CITY may subordinate to any other loans or affordability covenants as approved by the CITY in its reasonable discretion.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

(a) Maximum Disbursement. The maximum amount of funds to be disbursed pursuant to this Section 2.6 shall not exceed the amount of the Loan.

(b) Conditions Precedent to Disbursement of the Loan. The CITY shall not be obligated to make any disbursements of the Loan or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied prior to each such disbursement of Loan funds:

(i) There exists no uncured Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(ii) The DEVELOPER has delivered to the CITY a copy of a corporate resolution authorizing the DEVELOPER's execution of the Loan Documents;

(iii) Intentionally deleted

(iv) The DEVELOPER has delivered to the CITY a certificate of good standing dated within thirty (30) calendar days of the Effective Date;

(v) The DEVELOPER has furnished the CITY with evidence of the insurance coverage meeting the requirements of Section 3.15 below;

(vi) The DEVELOPER has caused to be executed and delivered to the CITY all Loan Documents and any other instruments and policies required under the Loan Documents;

(vii) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the County's Office of the Recorder concurrently with the close of escrow;

(viii) A title insurer reasonably acceptable to the CITY is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions listed on Schedule B to such Lender's Policy or as may be reasonably acceptable to the CITY (collectively, the "Permitted Encumbrances", and containing such endorsements as the CITY may reasonably require. The DEVELOPER shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for

the CITY's Deed of Trust to be senior in lien priority to any other liens, except approved Senior Loans and other liens approved in writing by CITY;

(ix) The DEVELOPER is in possession of all City zoning and land use approvals required to construct the Development and has provided the CITY with evidence of such approvals;

(x) Intentionally deleted.

(xi) The DEVELOPER has provided to CITY and CITY has approved the Approved Project Budget as set forth in Section 1.1(e) above.

(c) Intentionally deleted.

(d) Intentionally deleted.

Section 2.7 Repayment Schedule.

The Loan shall be repaid as follows:

(a) The Loan and this Agreement shall have a term that commences on the Effective Date and expires on the earlier to occur of: (i) fifty-five (55) years from the date of issuance of the certificate of occupancy or equivalent certification provided by the CITY; or (ii) December 31, 2078 (the "Term").

(b) No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, the DEVELOPER shall make repayments of the Loan for that prior calendar year equal to the lesser of 1) on fifty percent (50%) of the available amount of Residual Receipts (as defined below in subsection (c)(iii)) or 2) the annual interest due. These payments shall be credited first against accrued interest and then against outstanding principal of the Loan, and shall be accompanied by the DEVELOPER's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Gross Revenue and Annual Operating Expenses). The DEVELOPER shall provide the CITY with any documentation reasonably requested by the CITY to substantiate the DEVELOPER's determination of Residual Receipts. If the repayments are not received by the CITY within fifteen (15) calendar days after the installment is due, DEVELOPER shall pay to the CITY a late charge of five percent (5%) of such installment. Such late charge shall be immediately due and payable without demand by the CITY.

(c) The following definitions shall apply for purposes of Section 2.8(b):

(i) "Annual Operating Expenses", with respect to a particular calendar year during the Term, means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis

(excluding debt service due from residual receipts or surplus cash of the Development) on loans that are part of the Approved Financing; property management fees and reimbursements, excluding incentive management fees, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the CITY; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in the amount required by Senior Lenders or DEVELOPER's investor limited partner; cash deposited into an operating reserve for the Development in an amount required by Senior Lenders or DEVELOPER's investor limited partner; extraordinary operating costs specifically approved by the CITY; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves; general partner asset management fees not-to-exceed Twenty Five Thousand Dollars (\$25,000) in the first year and subject to annual increases at three percent (3%); limited partner asset management fees not-to-exceed Eight Thousand Five Hundred Dollars (\$8,500) in the first year and subject to annual increases at three percent (3%); the cost of social services; any tax credit adjuster payments; repayment of any completion or operating loans made to the Developer; deferred developer fees; and other ordinary and reasonable operating expenses approved by the CITY and not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(ii) "Gross Revenue," with respect to a particular calendar year during the Term, means all revenue, income, receipts, and other consideration actually received by DEVELOPER from operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds) and not payable to the Senior Lenders; and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include any rental income received from the Development's commercial space, tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) "Residual Receipts", with respect to a particular calendar year during the Term, means the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above).

(d) In connection with the annual payments required by Section 2.8(b), within one hundred twenty (120) calendar days of the end of the calendar year, the DEVELOPER shall furnish to the CITY an audited statement duly certified by an independent firm of certified public accountants, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(e) The DEVELOPER shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the CITY's written consent, which consent shall not be unreasonably withheld, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's calculation of Residual Receipts. Books, records and accounts relating to the DEVELOPER's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the CITY, its auditors or other CITY authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the DEVELOPER may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the CITY at the place that the books, records and accounts of the DEVELOPER are kept. The DEVELOPER shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered.

(f) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, or (ii) the expiration of the Term.

(g) The CITY and the DEVELOPER shall have the right, but not the obligation, to extend the period for repayment of the Loan if desirable to serve the purposes of this Agreement.

(h) The DEVELOPER shall have the right to prepay the Loan at any time without penalty. However, the Regulatory Agreement shall remain in effect for the entire Term.

Section 2.8 Non-Recourse.

Except as provided below, the DEVELOPER shall not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of the DEVELOPER under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the CITY with respect to the principal of, and interest on, the Note and defaults by the DEVELOPER in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the CITY thereunder, or (b) be deemed in any way to impair the right of the CITY to assert the unpaid principal amount of the Note as demand for money within the

meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the DEVELOPER's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the DEVELOPER of its obligation to indemnify the CITY under Section 7.5 of this Agreement, for liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the DEVELOPER other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3. LOAN REQUIREMENTS

Section 3.1 Construction Reporting.

During construction of the Development, DEVELOPER shall provide to the CITY, on a monthly basis, copies of construction inspection reports and draw reports provided to construction lenders, at the same time as those reports are provided to construction lenders and regardless of whether the CITY is at the time being requested to make construction disbursements.

Section 3.2 Completion of Construction.

DEVELOPER shall diligently prosecute construction of the Development to completion, and shall cause the completion of the Development no later than required by the California Tax Credit Allocation Committee placed-in-service deadline associated with the Approved Financing, or such later date as the CITY may approve.

Section 3.3 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) DEVELOPER shall construct the Development in conformance with the Approved Financing and Approved Project Budget and consistent with the plans and specifications utilized to obtain City permits. DEVELOPER shall notify the CITY in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City.

(b) DEVELOPER shall cause all construction work to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as

further set forth in subsection (c) below; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and DEVELOPER shall be responsible to the CITY for the procurement and maintenance thereof, as may be required of DEVELOPER and all entities engaged in work on the construction.

(c) This Agreement has been prepared with the intention that CITY assistance under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds; provided, however, that nothing in this Agreement constitutes a representation or warranty by any party regarding the applicability of the provisions of Labor Code Section 1720 et seq., and the hiring of apprentices pursuant to Labor Code Sections 1777.5 et seq., to the Approved Financing. If applicable to the Approved Financing or Approved Project Budget, the DEVELOPER shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the construction of the Development, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations ("DIR"). The DEVELOPER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the DEVELOPER, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.4 Mechanics Liens, Stop Payment Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop payment notice affecting the Loan is served on the CITY or any other lender or other third party in connection with the Development, then DEVELOPER shall, within thirty (30) calendar days after such filing or service, either pay and fully discharge the lien or stop payment notice, effect the release of such lien or stop payment notice by delivering to the CITY a surety bond in sufficient form and amount, or provide the CITY with other assurance satisfactory to the CITY that the claim of lien or stop payment notice will be paid or discharged.

(b) If DEVELOPER fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the CITY may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at DEVELOPER'S expense. Alternately, the CITY may require

DEVELOPER to immediately deposit with the CITY the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The CITY may use such deposit to satisfy any claim or lien that is adversely determined against DEVELOPER.

(c) DEVELOPER shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development and take all other reasonable steps to forestall the assertion of claims of lien against the Property. DEVELOPER authorizes the CITY, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the CITY deems necessary or desirable to protect its interest in the Property.

Section 3.5 Inspections.

DEVELOPER shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the construction by the CITY and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.6 Equal Opportunity.

During construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.7 Information and Annual Reporting.

(a) The DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Development in connection with the DEVELOPER's use of the Loan funds. In particular, the DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Development's rent and occupancy levels, as well as the annual operating budget. Without limitation, the DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the Effective Date, hard copies and PDF copies of the following documents:

(i) insurance certificates detailing all coverage required under Section 3.15 below;

(ii) evidence of payment of property taxes or property tax exemption for the Development, as applicable;

(iii) audited financial statements for the Development and DEVELOPER; and

(iv) 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, and (iv) the date tenancy commenced for each Affordable Unit;

(b) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports on some or all of the Affordable 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 is not in default under this Agreement.

Section 3.8 Records. The DEVELOPER shall keep and maintain at the Development, or elsewhere with the CITY's written consent, which consent shall not be unreasonably withheld, full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's compliance with the terms and provisions of this Agreement. All such books, records, and accounts shall be open to and available for audit, inspection and copying by the CITY, their auditors or other authorized representatives at reasonable intervals during normal business hours. The DEVELOPER shall preserve such records for a period of not less than five (5) years after the creation of such records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

Section 3.9 Hazardous Materials.

(a) The DEVELOPER shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. The DEVELOPER shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) The DEVELOPER shall immediately advise the CITY in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the DEVELOPER or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials

Law"); (ii) all claims made or threatened by any third party against the DEVELOPER or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) the DEVELOPER's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The CITY shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the DEVELOPER. The DEVELOPER shall defend, indemnify and hold harmless the CITY and its councilmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the CITY in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to defend and indemnify shall survive termination of this Agreement.

(d) Without the CITY's prior written consent, which shall not be unreasonably withheld, the DEVELOPER shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the CITY's reasonable judgment, impair the value of the CITY's security hereunder; provided, however, that the CITY's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the CITY's consent before taking such action, provided that in such event the DEVELOPER shall notify the CITY as soon as practicable of any action so taken. The CITY agrees not to withhold its consent, where such consent is required

hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) the DEVELOPER will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the DEVELOPER establishes to the reasonable satisfaction of the CITY that there is no reasonable alternative to such remedial action which would result in less impairment of the CITY's security hereunder; or (iv) the action has been agreed to by the CITY.

(e) The DEVELOPER hereby acknowledges and agrees that (i) this Section is intended as the CITY's written request for information (and the DEVELOPER's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the CITY's or the trustee's rights and remedies under the Deed of Trust, the CITY may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the DEVELOPER to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining the CITY's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the DEVELOPER shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the DEVELOPER knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the CITY in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the CITY upon its demand made at any time following the conclusion of such action.

Section 3.10 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, the DEVELOPER shall maintain the Development and the Property in good repair, reasonable wear and tear excepted, and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the DEVELOPER has

not cured such condition within thirty (30) calendar days after receiving a CITY notice of such a condition, or within ninety (90) calendar days after receiving a CITY notice of such a condition in the case of a condition that cannot be reasonably remedied in thirty (30) calendar days, then in addition to any other rights available to the CITY, the CITY shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) 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.

Section 3.11 Fees and Taxes. The DEVELOPER shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent owned by the DEVELOPER, and shall pay such charges prior to delinquency. However, the DEVELOPER shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the CITY, the DEVELOPER deposits with the CITY any funds or other forms of assurance that the CITY in good faith from time to time determines appropriate to protect the CITY from the consequences of the contest being unsuccessful.

Section 3.12 Notice of Litigation.

The DEVELOPER shall promptly notify the CITY in writing of any litigation which has the potential to materially affect the DEVELOPER or the Property or the Development and of any claims or disputes that involve a material risk of such litigation.

Section 3.13 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 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, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical

disability or medical condition (including cancer, HIV and AIDS) 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, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, 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 7285.0, 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 Agreement subcontracts to DEVELOPER services or works required of CITY by the State of California pursuant to agreement between 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 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this 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 Development, 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 Development.

(c) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (a).

(d) The DEVELOPER shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

(e) The requirements in this Section shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.14 Transfer.

(a) For purposes of this Agreement, "Transfer" is any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any of DEVELOPER'S rights and/or duties under

this Agreement, and/or (ii) any ownership interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the DEVELOPER retains title. "Transfer" shall exclude the leasing of any single unit in the Development to an occupant, the granting of security interest in connection with the Approved Financing, and the transfer of an easement interest in the Property for utility purposes. The limitations on DEVELOPER's right of Transfer contained in this Section 3.14 also shall not apply to:

- (i) 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;

- (ii) the transfer of limited partner interests in DEVELOPER,

- (iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

- (iv) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER or a general partner of DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with DEVELOPER or a general partner of DEVELOPER if such transfer will maintain the property tax exemption for the Property);

- (v) any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of eighty-five percent (85%) of the then applicable value of the Project;

- (vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

- (vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

- (viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or

- (ix) transfer of the Project or partnership interests in DEVELOPER to a general partner of DEVELOPER at the end of the fifteen year Tax Credit initial compliance period;

- (x) any mortgage, deed of trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deed of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development

The City Manager or his/her designee is authorized to execute assignment and assumption agreements on behalf of the CITY to implement any approved Transfer.

(b) CITY is entering into this Agreement based on the experience, skill, and ability to perform of DEVELOPER. The DEVELOPER recognizes that its qualifications and identity are of particular concern to the CITY, in view of: (i) the importance of affordable housing to the general welfare of the community; (ii) the reliance by the CITY upon the unique qualifications and ability of the DEVELOPER to ensure the quality of the affordability, use, operation, and maintenance of the Development; (iii) the requirement that the Development be used for affordable housing; and (iv) DEVELOPER's representation that the Development is not to be acquired or used for speculation, but only for operation by the DEVELOPER in accordance with the Regulatory Agreement.

(c) No Transfer not specifically authorized in this Section 3.14 shall be permitted without the prior written consent of the CITY, which the CITY may withhold in its reasonable discretion. The Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the CITY.

(d) Intentionally deleted.

Section 3.15 Insurance Requirements.

(a) The DEVELOPER shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (occurrence form CG-0001).

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for

Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the CITY, naming the CITY as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

The DEVELOPER shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with the DEVELOPER or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (b), (c), and (d) below, including, without limitation, the requirement of subsection (c). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the CITY, its officers, officials, agents, employees and volunteers.

(b) The required insurance shall be provided under an occurrence form, and the DEVELOPER shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs shall be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII.

(c) Certificates. All insurance coverages referenced in subparagraph (a) above, shall be evidenced by one or more certificates of coverage or, with the consent of the CITY, demonstrated by other evidence of coverage acceptable to the CITY, which shall be filed by DEVELOPER and approved by the CITY prior to disbursement of the Loan. Such certificates shall be kept current during the term of this Agreement; shall provide that CITY shall be given no less than thirty (30) calendar days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) calendar days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in subparagraph (a)(ii) of this Section, and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subparagraph (a)(iii) of this Section, DEVELOPER shall also file with the CITY evidence of coverage an endorsement from the insurance provider naming CITY, its officers, employees, agents

and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DEVELOPER not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of CITY shall pertain only to liability for activities of DEVELOPER under this Agreement, and that the insurance provided is primary coverage to CITY with respect to any insurance or self-insurance programs maintained by CITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the CITY, DEVELOPER shall provide or arrange for the insurer to provide within thirty (30) calendar days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, the CITY, which approval shall not be denied unless the CITY determines that the deductibles or self-insured retentions are unreasonably large in relation to the Loan and the Development and the risks of liability associated with the activities required of DEVELOPER by this Agreement. At the option of and upon request by the CITY if the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects CITY, its officers, employees, agents and volunteers or DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 4. AFFORDABLE HOUSING REQUIREMENTS

Section 4.1 Affordability Restrictions.

In consideration for the Loan to be provided to the DEVELOPER on below-market terms, the DEVELOPER hereby agrees that fifty-nine (59) Units shall be affordable to moderate, low, and extremely low income tenants for fifty-five (55) years as further specified in the Regulatory Agreement between the DEVELOPER and CITY and other regulatory agreements between the DEVELOPER and providers of the Approved Financing. The DEVELOPER shall record against the Property, prior to the disbursement of any Loan funds, the Regulatory Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 5.1 Representations and Warranties.

The DEVELOPER hereby represents and warrants to the CITY as follows:

(a) Organization. The DEVELOPER is a duly organized Delaware limited partnership, validly existing and in good standing under the laws of the States of California and Delaware and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of the DEVELOPER. The DEVELOPER has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the DEVELOPER, and all actions required under the DEVELOPER's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the DEVELOPER enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the DEVELOPER, or any provision of the organizational documents of the DEVELOPER, or will conflict with or constitute a breach of or a default under any agreement to which the DEVELOPER is a party, or will result in the creation or imposition of any lien upon any assets or property of the DEVELOPER, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction and operation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of officers of any government or agency.

(g) Pending Proceedings. The DEVELOPER is not in default under any law or regulation or under any order of any court, board, commission or agency

whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the DEVELOPER, threatened against or affecting the DEVELOPER or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the DEVELOPER, materially affect the DEVELOPER's ability to repay the Loan or impair the security to be given to the CITY pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, the DEVELOPER will have acquired the Property in fee, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the CITY or for the Approved Financing, except for Permitted Encumbrances and liens approved in writing by the CITY.

(i) Financial Statements. The financial statements of the DEVELOPER and other financial data and information furnished by the DEVELOPER to the CITY fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the DEVELOPER from that shown by such financial statements and other data and information.

(j) Taxes. The DEVELOPER has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon the DEVELOPER or the DEVELOPER's income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the DEVELOPER that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the DEVELOPER, taken as a whole, which would be expected to result in a material impairment of the ability of the DEVELOPER to perform under any Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the DEVELOPER of any Loan Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall constitute a "Default" by the DEVELOPER under this Agreement:

(a) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) calendar days after receipt of written notice from the CITY that such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by the DEVELOPER to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the CITY to the DEVELOPER or, if the breach cannot be cured within thirty (30) calendar days, the DEVELOPER shall not be in breach so long as the DEVELOPER is diligently undertaking to cure such breach; provided, however, that if a different period or notice requirement is specified under any other Section of this Article 6, the specific provisions shall control.

(c) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing (other than the Senior Loan financing), subject to applicable notice and cure periods.

(d) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the DEVELOPER to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the DEVELOPER or seeking any arrangement for the DEVELOPER under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the DEVELOPER in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of the DEVELOPER, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) calendar days; or the DEVELOPER shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(e) Assignment; Attachment. The DEVELOPER shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(f) Suspension; Termination. The DEVELOPER shall have voluntarily suspended its business or, shall have been dissolved or terminated.

(g) Liens on Property and the Development. There shall be filed any claim of lien (other than Permitted Encumbrances or liens in connection with the Approved Financing, and liens approved in writing by the CITY) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) calendar days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the CITY.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the CITY.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 3.14.

(j) Representation or Warranty Incorrect. Any DEVELOPER representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the CITY in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made or when later due to be performed.

Section 6.2 Remedies.

Notwithstanding anything to the contrary in any of the Loan Documents, any partners of the DEVELOPER shall have the right but not the obligation to cure any Default. The Limited Partner of DEVELOPER shall be given a duplicate notice of any Default at the address set forth in Section 7.9 of this Agreement. The CITY agrees that any cure of a Default by any partners of the DEVELOPER shall be deemed to be a cure by the DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the DEVELOPER. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the CITY or automatically where so specified, relieve the CITY of any obligation to make or continue the Loan and shall give the CITY the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The CITY shall have the right to cause all indebtedness of the DEVELOPER to the CITY under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The DEVELOPER waives all right to presentment, demand, protest or notice of protest or dishonor. The CITY may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the CITY as a creditor and secured party under the law, including the Uniform Commercial Code, and including foreclosure under the Deed of Trust.

(b) Specific Performance. The CITY shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the DEVELOPER to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at the DEVELOPER's Expense. The CITY shall have the right (but not the obligation) to cure any monetary default by the DEVELOPER under a loan other than the Loan. The DEVELOPER agrees to reimburse the CITY for any funds advanced by the CITY to cure a monetary default by the DEVELOPER upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and the Default Rate from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

The DEVELOPER shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the CITY or the rights of the CITY hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the CITY by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the CITY by the terms of any such instrument, or by any statute or otherwise against the DEVELOPER and any other person. Neither the failure nor any delay on the part of the CITY to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

**ARTICLE 7.
GENERAL PROVISIONS**

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the CITY and the DEVELOPER or its agents, employees or contractors, and the DEVELOPER shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The DEVELOPER has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the acquisition, construction, and operation of the Development, the DEVELOPER shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The DEVELOPER shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the CITY by any person that the DEVELOPER may have employed or with whom the DEVELOPER may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and the DEVELOPER shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties. The City Manager is authorized to execute on behalf of the CITY amendments to the Loan Documents or amended and restated Loan Documents so long as the City Council first approves any material change in the amount or terms of this Agreement or in the amounts or terms of financing provided by other parties for the Development, requiring conforming amendments to the Loan Documents.

Section 7.4 Loan Documents.

In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply.

Section 7.5 Indemnification.

(a) To the full extent permitted by law, the DEVELOPER shall indemnify, defend at its own expense, and hold the CITY and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the CITY or Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, the reconveyance of the Deed of Trust, and any release of part or all of the Property from the burdens of this Agreement. 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.

Section 7.6 Non-Liability of CITY Officials, Employees and Agents.

No official, employee or agent of the CITY shall be personally liable to the DEVELOPER in the event of any default or breach by the CITY or for any amount which may become due to the DEVELOPER or its successor or on any obligation under the terms of this Agreement.

Section 7.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The DEVELOPER shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the CITY, or any person related within the third (3rd) degree of such person.

(c) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the DEVELOPER, or immediate family member of any of the preceding, shall make or participate in a decision, made by the CITY or a CITY council, board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the DEVELOPER. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 et seq., its implementing regulations manual and codes, and Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

DEVELOPER: Fiddymment Workforce Partners, L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Crestone Development, LLC 1601 19th Street, Suite 1150
Denver, CO 80202
Attn: Phil Anderson

CITY: City of Roseville
311 Vernon Street
Roseville, California 95678
Attn: City Manager

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Any notice sent to DEVELOPER will also be sent to DEVELOPER'S limited partner.

Section 7.10 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Venue shall be Placer County.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind the DEVELOPER and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the CITY and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force

and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or defaults are due to war, terrorism, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) calendar days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. In no event shall the CITY be required to agree to cumulative delays in excess of one hundred eighty (180) calendar days.

Section 7.15 CITY Approval.

The CITY has authorized the City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of the DEVELOPER defaults under the Loan Documents. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 7.16 Waivers.

Any waiver by the CITY of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the CITY to take action on any breach or default of the DEVELOPER or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the DEVELOPER to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the CITY to any act or omission by the DEVELOPER shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan. If there is any conflict between this Agreement and any other Loan Documents, the most restrictive provisions shall control.

Section 7.19 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on following page.]

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and DEVELOPER has caused this Agreement to be executed.

City of Roseville, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

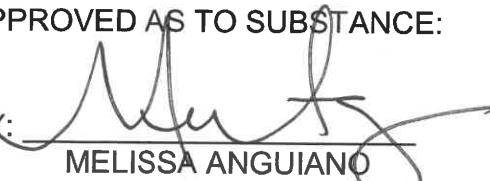
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

DEVELOPER:

FIDDYMENT WORKFORCE PARTNERS, L.P., a
Delaware Limited Partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its General Partner

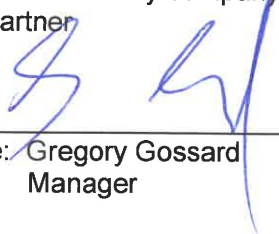
By: 
Name: Gregory Gossard
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel One:

Lot 2, as shown on that certain Parcel Map of "Prospera at Fiddymment Ranch F-6B, being a resubdivision of West Roseville Specific Plan Parcel F-6b, Subdivision No. PL21-0188", which map was filed for record on December 16, 2022, in Book 36 of Parcel Maps, page 87, Placer County Records.

Parcel Two:

A non-exclusive easement for ingress and egress as described in that certain Agreement of Cross Use Easement by and between Fiddymment Affordable Partners, L.P., and Fiddymment Workforce Partners, L.P., dated as of December 29, 2022.

APN: 492-500-002-000 (portion)

EXHIBIT B
APPROVED PROJECT BUDGET

**Prospera - Workforce
Workforce**

104 Units

Sources and Uses of Funds*

4%

Scenario



SOURCES:	Project Debt - current rents	Int. rate:	6.18%	[NOI]	24,175,000
	Project Debt - earnout				2,200,000
	Est. Energy Subsidies	Rough		Net	100,000
	Income during Constr.	see detail:		[Constr. Ops]	857,806
\$	0.91 Solar Credits				196,281
	City of Roseville Loan				1,500,000
	Mezz Equity				10,400,000
	Total SOURCES:				39,429,087
	(Gap - Deferred Developer Fee)/Surplus				(469,937)

USES:

ACQUISITION & HARD COSTS

Acquisition:			
Land and Building(s)		\$	525
Direct Construction Costs:			
Construction Costs	183,409 per unit		19,074,513
Site Work	35,048 per unit		3,645,028
Contractor Contingency	4,368 per unit		454,273
Direct Costs Subtotal	222,825 per unit		23,173,815
General Requirements	1.15%		266,772
General Cond.	3.45%		799,268
Builder Profit/Overhead	4.51%		1,045,038
GC Fees Subtotal	9.11%		2,111,078
Bond Premium	0.54%		125,056
Security during Construction			95,993
Insurance/Builders Risk/GC Insurance			237,789
Indirect Costs Subtotal			458,838
Total Workforce Contract	247,536 per unit		25,743,730
Community Bldg./Amenities/GC Contingency - Workforce Share			989,208
Community Bldg./Amenities (GC/GR/OH&P) - Workforce Share			167,227
Total Community Building Costs - Workforce Share			1,156,435
Owner's Contingency	5.00% of budget		1,264,245
Total Const Costs:	270,812 per unit		28,164,410
TOTAL Acquisition & Hard Costs:			28,164,935

SOFT COSTS

Construction Related:			
Architect	2.30% of constr. costs		646,637
Civil Engineer	895 per unit		93,127
Low-voltage consultant			22,953
Dry Utilities Coordinator			25,481
PV Design			28,981
Lender's Inspector			22,500
Construction Management	\$0 per unit		131,313
Special Testing	\$0 per unit	0	95,721
Permit Fees			110,602
Impact/School Fees			5,797,607
Builder's Risk			510,761
Borrower Legal:			
GP Equity			0
Legal Consulting Fees			5,000
Other			0
Borrower's Counsel			75,000
HUD Regulatory			0
Due Diligence:			
Appraisal			6,000
Red Stone Underwriting Costs			9,966
Market Study			6,500
Phase I Audit			8,684
Survey			13,079
Environmental Assessment			7,836
Pre-REAC Inspection			0
ACM, LBP, O&M			0
Miscellaneous:			
Title/Disbursements			40,000
Marketing			22,571
Accounting			15,000
Real Estate Taxes			32,000
Real Estate Transfer Taxes			0
FF&B			50,000
Pre-Development Interest			0
Travel & Misc.			5,000
Soft Cost Contingency	0.00% of total sources		0
TOTAL Soft Costs:			7,782,320

RESERVES

Pre-Funded Reserve for Replacement	see detail:	[NOI]	\$0	0
Operating Reserve			\$0	406,909
Transition Reserve	OR	25.00%	0	0
TOTAL Reserves:				406,909

FINANCING

Financing Costs	see detail:	[Debt]		712,600
Construction Interest & Debt Service	see detail:	[Construc.]		2,303,499
Investor Due Diligence Fee				0
City of Roseville Fees	TC Alloc. %:	0%	Loan Fee:	-
	App Fee:	\$0		
	Reservation Fee:	\$0		
	Compliance Monitoring Fee:	\$0	1st year	
TOTAL Financing:				3,016,099

DEVELOPER FEE

Construction Cost	1.50%	35,250,729	528,761	100%
Acquisition	15.00%	0	0	0%
TOTAL Developer Fee:		35,250,729		
TOTAL USES:				39,899,024

**PROMISSORY NOTE
(Secured By Deed of Trust)**

2801 N. Hayden Parkway, Roseville

\$500,000

City of Roseville, California
_____, 2024

FOR VALUE RECEIVED, the undersigned, Fiddymment Workforce Partners, L.P., a Delaware limited partnership (the "Borrower"), hereby promises to pay to the order of the City of Roseville, a municipal corporation (the "City"), 311 Vernon Street, Roseville, California 95678, the principal amount of Five Hundred Thousand Dollars (\$500,000), or so much thereof as is disbursed to the Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to ARTICLE 2 below.

ARTICLE 1 Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of Five Hundred Thousand Dollars (\$500,000) for the funds loaned to the Borrower by the City for construction and permanent financing of the Development pursuant to the Housing Successor Low and Moderate Income Housing Asset Fund Loan Agreement between the Borrower and the City of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

ARTICLE 2 Interest. The principal balance of this Note shall bear three percent (3%) simple interest; provided, however, if a Default occurs, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

ARTICLE 3 Term and Repayment Requirements. The term of this Note shall commence on the date of this Note (the "Effective Date") and shall expire the earlier to occur of (i) fifty-five (55) years from date of issuance of the certificate of occupancy or equivalent certification provided by the City; or (ii) December 31, 2078 (the "Term"). This Note shall be due and payable upon expiration of this Note, unless sooner due or paid as provided herein and as further defined in the Loan Agreement.

ARTICLE 4 No Assumption. Except as permitted in the Loan Agreement, this Note shall not be assumable by the successors and assigns of the Borrower without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 5 Security. This Note is to be secured by the Deed of Trust of even date, wherein the Borrower is the trustor and the City is the beneficiary.

ARTICLE 6 Terms of Payment. No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, Borrower shall make repayments of the Loan for that prior calendar year equal to the lesser of 1) fifty percent (50%) of the available amount of Residual Receipts, all as provided in Section 2.7 of the Loan Agreement or 2) the annual interest due. "Residual Receipts," with respect to a particular calendar year of the term, means the amount by which Gross Revenue exceeded Annual Operating Expenses, as further defined in the Loan Agreement. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

6.1 All payments on this Note shall be paid to the City at 311 Vernon Street, Roseville, California 95678, or to such other place as the City may from time to time designate by notice pursuant to the Loan Agreement.

6.2 All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the City, incurred in connection with the payment of this Note and the release of any security hereof.

6.3 Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

6.4 This Note is nonrecourse to the Borrower and its partners, pursuant to and except as provided in the Loan Agreement.

6.5 If any payments under this Note are not received by the City within fifteen (15) calendar days after the installment is due, Borrower shall pay to the City a late charge of five percent (5%) of such payment. Such late charge shall be immediately due and payable without demand by the City.

ARTICLE 7 Default.

7.1 Any of the following shall constitute an event of default under this Note:

(a) Any failure to pay, in full, any payment required under this Note when due following written notice by the City of such failure and ten (10) calendar days opportunity to cure;

(b) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note, subject to the notice and cure period set forth in the Loan Agreement;

(c) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or any other instrument securing the obligations of the Borrower under this Note, subject to notice and cure periods, if any, set forth therein.

7.2 Upon the occurrence and continuance of one or more of the foregoing events of default, beyond the applicable cure period, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust, shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

7.3 The City's failure to exercise the remedy set forth in Section 7.2 above or any other remedy provided by law upon the occurrence of one or more events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the City hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the City, except as and to the extent otherwise provided by law.

7.4 Borrower's limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

7.5 During the existence of default or delinquency under the terms of this Note or the Deed of Trust, beyond the applicable cure period, the City is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

ARTICLE 8 Waivers.

8.1 The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

8.2 Any extension of time for payment of this Note or any installment hereof made by agreement of the City with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

8.3 The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

ARTICLE 9 Miscellaneous Provisions.

9.1 All notices to the City or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the City and the Borrower may therein designate.

9.2 The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

9.3 This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note shall be governed by and construed in accordance with the laws of the State of California.

9.5 The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

9.6 This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

9.7 This Note shall be binding upon the Borrower, its successors and assigns.

9.8 If any term, condition or provision of this Note is in conflict with the term, condition or provision of the Loan Agreement, the Deed of Trust, or the Regulatory Agreement, said term, condition or provision of the Loan Agreement, the Deed of Trust, and the Regulatory Agreement shall control to the extent of such conflict.

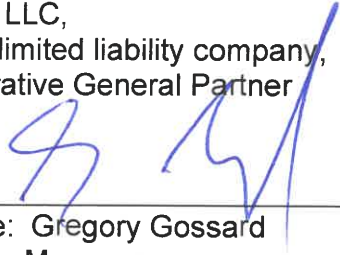
9.9 If any term of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9.10 Borrower may prepay this Note in full or in part at any time, without any prepayment penalty being charged by the City.

BORROWER:

FIDDYMENT WORKFORCE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

2801 N. Hayden Parkway, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2024, by and among Fiddymment Workforce Partners, L.P., a Delaware limited partnership ("Trustor"), Placer Title Company ("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein

and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Housing Successor Low and Moderate Income Housing Asset Fund agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor Five Hundred Thousand Dollars (\$500,000) to assist in the permanent financing of one hundred and four (104) rental housing units (including one manager's unit) on the Property, of which fifty-nine (59) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the Loan Agreement.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of Five Hundred Thousand Dollars (\$500,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2:

MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured

Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary, which approval shall not be unreasonably withheld.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents

and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or

landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan

Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the Loan Agreement). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 3.10 of the Loan Agreement.

ARTICLE 5: AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other reasonable professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixture filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in

accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be “environmentally impaired” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an “affected parcel” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary’s or the Trustee’s rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary’s right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys’ fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: “No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.”

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default (“Events of Default”) following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor’s other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor’s other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor’s limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of

the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The

recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any

sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8: MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

Fiddymment Workforce Partners, L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Crestone Development, LLC
1601 19th Street, Suite 1150
Denver, Co 80202
Attn: Phil Anderson

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint

and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property

is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

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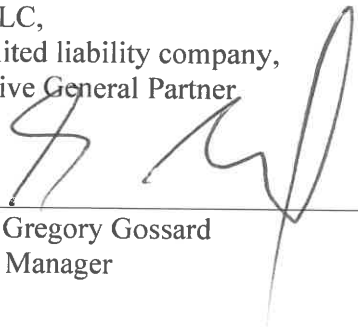
[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

FIDDYMENT WORKFORCE PARTNERS, L.P., a
Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by **Fiddymment Workforce Partners, L.P., a Delaware limited partnership**(the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of **Five Hundred Thousand Dollars (\$500,000)** made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Loan Agreement executed by Trustor and Beneficiary (the "Loan Agreement") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the Loan Agreement between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

Crestone Development, LLC
1601 19th Street, Suite 1150
Denver, CO 80202
Attn: Phil Anderson

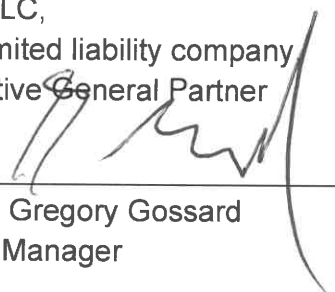
The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 3.14 of the Loan Agreement shall not constitute a violation of the Loan Documents.
4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (with Power of Sale), dated as of December 1, 2022, as amended, made by Trustor to in favor of Red Zions Bancorporation, National Association, and that certain regulatory agreement, as amended, in favor of the California Tax Credit Allocation Committee.
5. This Rider may be executed in counterparts.
In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR

FIDDYMENT WORKFORCE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy WFH, LLC,
a Delaware limited liability company
its Administrative General Partner

By: 
Name: Gregory Gossard
Title: Manager

BENEFICIARY

CITY OF ROSEVILLE, a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

Carmen Avalos
City Clerk

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

State of California)

County of Placer)

On 3/4/2024 before me, GLAIRE BORDA, a Notary Public in and for said State, personally appeared, GREGORY GOSFARD, proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his her their authorized capacity (ies); and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

SEE ATTACHED
NOTARY CERTIFICATE

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

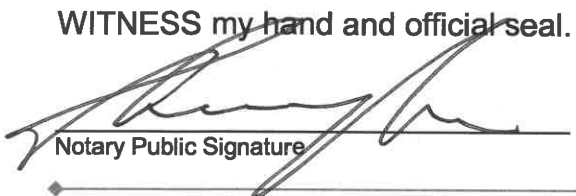
County of SAN DIEGO }

On 03/04/2023 before me, GLOIRE BORA, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared GREGORY GOSSARD,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
(he) she/they executed the same in (his) her/their authorized capacity(ies), and that by
(his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel One:

Lot 2, as shown on that certain Parcel Map of "Prospera at Fiddymment Ranch E-6B, being a resubdivision of West Roseville Specific Plan parcel F-6b, Subdivision No. PL121-0188", which map was filed for record on December 16, 2022, in Book 36 of Parcel Maps, page 87, Placer County Records.

Paracel Two:

A non-exclusive easement for ingress and egress as described in that certain Agreement of Cross Use Easement by and between Fiddymment Affordable Partners, L.P. and Fiddymment Workforce Partners, L.P., dated as of December 29, 2022.

APN: 492-500-002-000 (portion)



COUNCIL COMMUNICATION

CC #: 3248
File #: 0709-04

Title: HOME Investment Partnerships Program - Funding Application
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to execute the necessary application, standard agreement and relevant documents necessary to apply for and receive HOME Investment Partnerships Program (HOME) funding from the State of California Department of Housing and Community Development (HCD).

BACKGROUND

The HOME Investment Partnerships Program (HOME) is federally funded and was established in 1990 by the National Affordable Housing Act of 1990 to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, and strengthen the ability of state and local governments to provide housing, and leverage private sector participation. For non-entitlement cities, the HOME program is administered by HCD. As a non-entitlement community, the City of Roseville must apply to HCD for HOME funding.

On January 19, 2024, HCD released a Notice of Funding Availability (NOFA) for approximately \$120 million in funds. To continue supporting the development of affordable housing in Roseville, the Housing Division requests to apply for HOME funding. Eligible activities include rehabilitation and new construction of rental housing for low income households as well as programs that serve low-income households including first-time homebuyer, owner-occupied rehabilitation, and tenant-based rental assistance.

Based on HCD's formula, the City is eligible to apply for a maximum of \$12,150,000 including up to \$125,000 for project administration, and up to \$75,000 for project related soft costs. The City of Roseville is eligible to apply as a State Recipient since the City does not receive HOME funds directly from HUD. Should the City receive an award, the Housing Division will loan the funds to Mercy Housing for the development of Pleasant Grove Apartments Phase II and will monitor the project for compliance with HOME rules and regulations for the 20-year period of affordability.

On March 20, 2024, Council approved loaning \$7.55 million in Local Housing Trust Fund and Prohousing Incentive Program funding for the first phase of Mercy Housing's Pleasant Grove Apartments. Project development and financing for this project will occur in phases in order to

receive an award of tax credits from the California Tax Credit Allocation Committee (CTCAC) for the first phase. Developers are limited to one HOME application each and must otherwise partner with a State Recipient (e.g., the City of Roseville) to submit a HOME application for their respective projects.

Staff requests Council authorization to complete and submit an application for HOME funds (see attached Draft HOME application). Application materials must be submitted to HCD no later than April 9, 2024 with awards expected to be announced in September/October 2024. If HOME funds are awarded, funds will be granted from HCD to the City and then loaned from the City to Mercy Housing for the development of the Pleasant Grove Phase II project. Loan terms will guarantee affordable rent for 55 years. If the City is successful, staff will bring forward the necessary loan and regulatory agreement documents required for project development for Council review and consideration.

Pleasant Grove Phase II will include 49 affordable housing units. Overall, including both phases, the project will have 98 total units, 96 affordable units and two units designated for onsite managers. The project will include one, two, and three-bedroom units and will serve low-income households including some units designated for extremely low-income households. These units will serve a range of local housing needs, including members of the local workforce, families, young couples, single households, and seniors with low and very low incomes. Workers in these units could hold jobs ranging from employment in the service industry, local teachers, office assistants, custodians, store clerks, and others who are likely to have job opportunities in Roseville. The recommended funding application before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals.

FISCAL IMPACT

HOME project funding is provided as a grant to the City. This grant would be used to create and retain affordable housing serving the low-income community and supporting the development of affordable housing. The recommended action 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 funding application meets the above criteria and is not subject to CEQA. No additional environmental review is required.

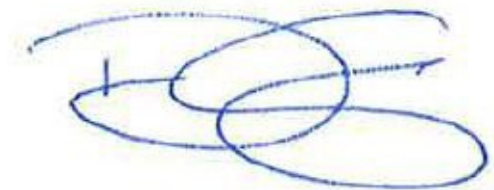
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-086

2022-2023 HOME Universal Application Draft

Draft Experience Worksheet

Draft Authorized Signatories Designation Form

Draft Verification of Impact Fees-PG Phase II

Draft Verification of Water and Sewer- PG Phase II

Draft Verification of Zoning-PG Phase II

Draft Applicant Certification and Commitment of Responsibility

Draft Certification and Legal Status

RESOLUTION NO. 24-086

AUTHORIZING THE SUBMISSION OF THE 2022-2023 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE AND COMPLY WITH THE PROGRAM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS:

- A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).
- C. In response to the 2022-2023 HOME NOFA, the City of Roseville, a municipal corporation (the “Applicant”), wishes to apply to the Department for, and receive an allocation of HOME funds.

THEREFORE, IT IS RESOLVED THAT:

1. In response to the 2022-2023 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed twelve million, one hundred fifty thousand dollars (\$12,150,000) for the following activities and/or programs:
 - Development of the Pleasant Grove Apartments Phase II rental new construction project located at 1721 Pleasant Grove Boulevard, Roseville, CA. The development will consist of 49 units targeting households earning between 30% to 60% of Area Median Income.
 - City of Roseville general administration and project related soft costs.
2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application

as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The applicant authorizes Dominick Casey, City Manager, or his designee, to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

HOME Program

2022-2023 Notice of Funding Availability

Universal Application

Rev. 12/1/21



**State of California
Governor Gavin Newsom**

**Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

**2020 West El Camino Avenue, Suite 200
Sacramento, CA 95833
Phone: (916) 263-2771
Email: HOMENOFA@hcd.ca.gov**

NOFA: January 19, 2024

Sources of Funds

12/1/21

Construction Period Sources of Funds

Funding	Committed by Application Due Date?	Source Name (listed in order of lien priority)	Source Type	Local Support	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	*Details of Deferred Costs	
												Amount	Description
1	Yes	HCD HOME	State-HCD	No		\$10,755,962		\$10,755,962				\$5,000	Syndication Consulting
2	Yes	Conventional Construction Loan	Private	No	2	\$13,292,238	\$0	\$13,292,238	8.57%	Interest Only	23	\$20,090	TCAC Application/Res/Monitoring Fee
3	Yes	Donated Land	Other	No	N/A	\$507,340	\$0	\$507,340	0.00%	N/A	N/A	\$147,572	Capitalized Operating Reserve
4								\$0				\$1,540,000	Developer Fee
5								\$0					
6								\$0					
7								\$0					
8								\$0					
9								\$0					
10								\$0					
11								\$0					
12								\$0					
13								\$0					
14								\$0					
15								\$0					
16								\$0					
17								\$0					
18								\$0					
19								\$0					
20		Deferred costs (detail at right)				\$1,712,662		\$1,712,662					
21	Yes	Equity Investor	Gross Tax Credit Equity			\$1,912,953	\$0	\$1,912,953					
		\$26,468,493	<Total funds committed	100.00%	<% Funds committed	\$28,181,155	\$0	\$28,181,155				\$1,712,662	

Permanent Sources of Funds

Funding	Committed by Application Due Date?	Source Name (listed in order of lien priority)	Source Type	Local Support	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate		Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service
									Type	Rate	Type	Due in (yrs)		
1	Yes	HCD HOME Loan	State-HCD	No		\$10,755,962		\$10,755,962						
2	Yes	Donated Land	Other	No	N/A	\$507,340	\$0	\$507,340	None					
3								\$0						
4								\$0						
5								\$0						
6								\$0						
7								\$0						
8								\$0						
9								\$0						
10								\$0						
12								\$0						
12								\$0						
13								\$0						
14	Yes	Private mortgage financing	Private	No	2	\$1,667,000	\$0	\$1,667,000	Fixed for Term	7.70%	Amortized with Call	18	\$155,711	\$0
15		Deferred costs						\$0						
16	Yes	Equity Investor	Gross Tax Credit Equity			\$15,250,853		\$15,250,853	Project Tax Credit Type:			9%		
		\$28,181,155	<Total funds committed	100.00%	<% Funds committed			\$2	\$28,181,155	\$0	\$28,181,155		\$155,711	\$0
		Totals												

File: Perm EFC #1, #2, etc Commitment letter or other evidence documenting permanent financing commitments (see Guidelines for explanation of funding commitments) File uploaded? Yes

Applicant comments: Include a description of balloon payments and unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.

12/1/21	Residential Permanent Sources/Uses of Funds													Tax Credit Basis		Commercial Sources/Uses			
USES OF FUNDS	HCD HOME Loan	Donated Land	0	0	0	0	0	0	Private mortgage financing	Deferred costs	Equity Investor	Total Residential Sources/Costs	70% PVC for New Const/Rehab	30% PVC for Acquisition	Source Name:	Source Name:	Total Commercial Sources/Costs	Comments	
LAND COST/ACQUISITION																			
Lesser of Land Cost or Value		\$507,340										\$507,340						\$0	
Demolition												\$0						\$0	
Legal												\$0						\$0	
Land Lease Rent Prepayment												\$0						\$0	
Total Land Cost or Value	\$0	\$507,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$507,340				\$0	\$0	\$0	
Existing Improvements Cost or Value												\$0						\$0	
Off-Site Improvements												\$0						\$0	
Total Acquisition Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	
Total Land Cost / Acquisition Cost	\$0	\$507,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$507,340				\$0	\$0	\$0	
Predevelopment Interest/Holding Cost												\$0						\$0	
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)												\$0						\$0	
Excess Purchase Price Over Appraisal												\$0						\$0	
REHABILITATION																			
Site Work												\$0							
Structures												\$0							
General Requirements												\$0							
Contractor Overhead												\$0							
Contractor Profit												\$0							
Prevailing Wages												\$0							
General Liability Insurance												\$0							
Urban Greening												\$0							
Environmental Remediation												\$0							
Other Rehabilitation (Specify)												\$0							
Other Rehabilitation (Specify)												\$0							
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Relocation Expenses												\$0						\$0	
NEW CONSTRUCTION																			
Site Work											\$542,323	\$542,323	\$542,323					\$0	
Structures	\$10,755,962								\$1,667,000	\$2,746,746	\$15,169,710	\$15,169,710						\$0	
General Requirements										\$1,446,556	\$1,446,556	\$1,446,556						\$0	
Contractor Overhead										\$367,640	\$367,640	\$367,640						\$0	
Contractor Profit										\$367,641	\$367,641	\$367,641						\$0	
Prevailing Wages												\$0						\$0	
General Liability Insurance										\$151,787	\$151,787	\$151,787						\$0	
Urban Greening												\$0						\$0	
Environmental Remediation												\$0						\$0	
Other New Construction: Payment & Performance Bond												\$0						\$0	
Other New Construction (Specify)												\$0						\$0	
Total New Construction Costs	\$10,755,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,667,000	\$0	\$5,622,896	\$18,045,687	\$18,045,637	\$0	\$0	\$0	\$0	\$0	
ARCHITECTURAL FEES																			
Design											\$329,258	\$329,258	\$329,258					\$0	
Supervision												\$0						\$0	
Total Architectural Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$329,258	\$329,258	\$329,258	\$0	\$0	\$0	\$0	\$0	
Total Survey & Engineering											\$50,000	\$50,000	\$50,000					\$0	
CONSTRUCTION INTEREST & FEES																			
Construction Loan Interest											\$1,790,354	\$1,790,354	\$763,280					\$0	
Origination Fee											\$171,709	\$171,709	\$75,123					\$0	
Credit Enhancement/Application Fee												\$0						\$0	
Bond Premium												\$0						\$0	
Cost of Insurance												\$0						\$0	
Title & Recording											\$75,000	\$75,000	\$75,000					\$0	
Taxes											\$7,399	\$7,399	\$7,399					\$0	
Insurance											\$200,000	\$200,000	\$200,000					\$0	
Employment Reporting												\$0						\$0	
Other Construction Int. & Fees: Lender Expenses											\$47,400	\$47,400	\$20,738					\$0	
Other Construction Int. & Fees: CDI Contingency											\$35,000	\$35,000						\$0	
Other Construction Int. & Fees (Specify)												\$0						\$0	
Other Construction Int. & Fees (Specify)												\$0						\$0	
Total Construction Interest & Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,326,862	\$2,326,862	\$1,161,540	\$0	\$0	\$0	\$0	\$0	
PERMANENT FINANCING																			
Loan Origination Fee											\$16,670	\$16,670						\$0	
Credit Enhancement/Application Fee												\$0						\$0	
Title & Recording											\$20,000	\$20,000						\$0	
Taxes												\$0						\$0	

2021 TCAC Threshold Basis Limit for HCD Developer Fee 2017 UMR §8312(c) & (b) and High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b) (revised 3/24/21) Complete all yellow shaded cells; see cell comments for tips						
Project Name:		Pleasant Grove Phase II		County:	Placer	HCD Phase: Origination
Unit Size		1/5/21 TCAC Threshold Basis Limits (TBL)		Number of Units		Basis x Number of Units
SRO/Studio		\$278,397		0		\$0
1 Bedroom		\$320,989		15		\$4,814,835
2 Bedrooms		\$387,200		17		\$6,582,400
3 Bedrooms		\$495,616		17		\$8,425,472
4+ Bedrooms		\$552,147		0		\$0
Number of Manager Units in Project:		1		TOTAL UNITS:		49
TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):						\$19,822,707
TBL ADJUSTMENTS §10327(c)(5)(A-F):						Yes/No
(A) Project paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages. (20%)						Yes
						\$3,964,541
Project certifies that (1) they are subject to a project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeshipable occupation in the building and construction trades. (5%)						No
						\$0
New construction project required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels. (10%)						No
						\$0
Project where a day care center is part of the development. (2%)						No
						\$0
Project where 100 percent of the Low Income units are for Special Needs populations. (2%)						No
						\$0
Project where at least 95% of the project's upper floor units are serviced by an elevator. (10%)						Yes
						\$1,982,271
Project wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed. (15%)						No
						\$0
Project wherein at least 95% of the building(s) is constructed as a Type III as defined in the California Building Code, or a Type III/Type I combination, in which case, the Type I 15% increase above is not allowed. (10%)						No
						\$0
(B) Project applying under §10325 or §10326 of these regulations that include one or more of the features below. (up to 10%)						
Proposed energy efficiency/resource conservation/indoor air quality items	(1) Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap. (5%)					No
	(2) Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase does not overlap. (2%)					No
	(3) Newly constructed Project buildings shall be 15% or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24), except that if the local building department has determined that building permit applications submitted on or before December 31, 2016 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2013 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24). (4%)					No
	(4) Rehab Project buildings shall have 80% decrease in estimated TDV energy use (or improvement in energy efficiency) post rehab as demonstrated using the appropriate performance module of CEC software. (4%)					No
	(5) Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less. (1%)					No
	(6) Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access. (1%)					No
	(7) Install bamboo, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used). (1%)					No
	(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)					No
	(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)					No
(D) Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer. (lesser of costs or 15% basis adjustment)						No
						\$0
If Yes, select type of work: Enter Certified Costs of Work: \$0						
(E) Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. WAIVED IMPACT FEES ARE INELIGIBLE.						No
						\$0
(F) Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource. (10%)						Yes
						\$1,982,271
County eligibility:	Yes	TCAC/HCD Opportunity Area Map Tract ID #:	06061021040	Opportunity Map Resource level:	High Resource	

In yellow cells, enter Tract ID # and TCAC/HCD Opportunity Map Resource level

HCD 2021 Developer Fee Calculator - revised 2/4/21 (complete YELLOW shaded cells)

Project Phase:	Origination	Proposed Project Type:	9% Credits New Construction		
Project Name:	Pleasant Grove Phase II				

Project's Developer Fee Summary		HCD Limit	Project Amt.
Maximum Total Developer Fee - 1e		\$2,200,000	\$2,200,000
Max Developer Fee payable from development funding sources - 1e		\$2,200,000	\$2,200,000
Deferred Developer Fee payable on a priority basis from available Cash Flow		\$0	\$0
Deferred Developer Fee payable exclusively from Sponsor Distributions		\$0	\$0
Total Budgeted or Actual Developer Fee	\$2,200,000		
Developer Fee Contributed as Capital	\$0	Deferred Developer Fee	\$0

Section 3. UMR §8312(a) for Projects without tax credits (choose only one in the 'a', 'b' or 'c' subsections)

a. New construction and substantial rehab projects UMR §8312(a)(1)

substantial rehab = construction cost for rehab work (excluding contractor profit and overhead) in excess of \$38,000 per unit

a1. Number of units (include manager's unit)			
a2. First 30 units at:	\$28,000 each		\$0
a3. Units in excess of 30 at:	\$11,500 each		\$0
a4. Total new construction and substantial rehab (a2 + a3)			\$0

b. Acquisition and rehab projects UMR §8312(a)(2)

with construction cost for rehab work (excluding contractor profit and overhead) between \$11,500 - \$38,000 per unit

b1. Number of units (include manager's unit)			
b2. First 30 units at:	\$13,000 each		\$0
b3. Units in excess of 30 at:	\$5,500 each		\$0
b4. Total acquisition and non-substantial rehab (b2 + b3)			\$0

c. All other projects UMR §8312(a)(3)

c1. Number of units (include manager's unit)			
c2. Total other at:	\$2,000 per unit		\$0

d. Maximum allowable Developer Fee (a4 + b4 + c2)			\$0
---	--	--	-----

Supportive Services Costs - HCD 2017 UMR Limits (for projects with HCD funding) - 2.5% annual increase

HCD UMR §8301(t): "Supportive Services" - social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.

HCD UMR §8301(u): "Supportive Services Costs" - the costs of providing tenants service coordination, case management, and direct resident and Supportive Services. It includes: (1) the cost of providing tenants with information on and referral to social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits; (2) salaries, benefits, contracted services, telecommunication expenses, travel costs, supplies, office expenses, staff training, maintenance of on-site equipment used in services programs, such as computer labs, incidental costs related to resident events, and other similar costs approved by the Department.

A. Supportive Services Units:	Total number of units:	49	Certification Year - based on completion or update date from Universal Application ('General' worksheet cell K10):	2023	Total Units	Max PUPY Expense	Max Costs
(1) UMR §8314(e)(1): Total number of Supportive Housing (SH) units anticipated to be restricted to individuals or families experiencing chronic homelessness as defined consistent with Health and Safety Code (HSC) §50675.14.					0	\$4,732	\$0
(2) UMR §8314(e)(2): Total number of Supportive Housing (SH) units (other than those restricted to individuals or families experiencing chronic homelessness pursuant to HSC §50675.14), PLUS the total number of units restricted to occupancy by Special Needs Populations (SNP)* under any HCD program. (* click here for definition - §7301(s) of the MHP Regulations). Do not include units included in (1) above.					0	\$3,548	\$0
(3) UMR §8314(e)(3): Total number of units where the Sponsor, their affiliate, or a service provider under contract to provide Supportive Services at the Project has both: (A) qualified staff devoted exclusively to oversight and quality control of resident services in affordable housing, including the Project; and (B) a system to track and report on tenant outcomes, such as changes in employment status and income. Do not include units included in items (1) and (2) above.					48	\$1,219	\$58,512
(4) UMR §8314(e)(4): Total number of units anticipated to be offered Supportive Services provided by the Project Sponsor, a Sponsor affiliate, or contracted service provider that do not satisfy the criteria in items (1), (2) and (3) above.					0	\$290	\$0
(5) Maximum Supportive Services Costs					48		\$58,512

12/1/21

Year 1 Annual Income and Expenses

Employee Information					Comments
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	
1	1.00	On-Site Manager(s)	\$42,560	\$0	
		On-Site Assistant Manager(s)	\$0	\$0	
		Supportive Services Staff Supervisor(s)	\$0		
1	1.00	Supportive Services Coordinator, On-Site	\$50,000		
		Other Supportive Services Staff (inc. Case Manager)	\$0		
1	1.00	On-Site Maintenance Employee(s)	\$41,600	\$0	
		On-Site Leasing Agent/Administrative Employee(s)	\$0	\$0	
		On-Site Security Employee(s)	\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Total Salaries and Value of Free Rent Units			\$134,160	\$0	
	6711	Payroll Taxes	\$9,124	Show free rent as an expense?	
	6722	Workers Compensation	\$4,562		
	6723	Employee Benefits	\$4,562		Yes
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$18,248		
Total Employee(s) Expenses			\$152,408		
Employee Units					
Income Limit	Job Title(s) of Employee(s) Living On-Site		Unit Type (No. of bdrms.)	Square Footage	
None	On-Site Manager(s)		2	850	
			0	0	
			0	0	
Total Square Footage				850	
Year 1 Annual Operating Budget					
Acct. No.	Revenue - Income		Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential			\$0	
	Restricted Unit Rents		\$638,160		
	Unrestricted Unit Rents		\$0		
5121	Tenant Assistance Payments				
	Subsidy Program Name		\$0		
	Subsidy Program Name		\$0		
	Operating Subsidies		\$0		
	Other: (specify)		\$0	\$0	
5910	Laundry and Vending Revenue		\$2,940		
5170	Garage and Parking Spaces		\$0	\$0	
5990	Miscellaneous Rent Revenue		\$0	\$0	
Gross Potential Income (GPI)			\$641,100	\$0	
	Vacancy Rate: Restricted Units		5.0%		
	Vacancy Rate: Unrestricted Units		5.0%		
	Vacancy Rate: Tenant Assistance Payments		5.0%		
	Vacancy Rate: Other: (specify)		5.0%		
	Vacancy Rate: Laundry & Vending & Other Income		5.0%		
	Vacancy Rate: Commercial Income			50.0%	
5220/5240	Vacancy Loss(es)		\$32,055	\$0	
Effective Gross Income (EGI)			\$609,045	\$0	
Acct. No.	Expenses		Residential	Commercial	Comments
Administrative Expenses: 6200/6300					
6203	Conventions and Meetings		\$0	\$0	
6210	Advertising and Marketing		\$2,250	\$0	
6250	Other Renting Expenses		\$0	\$0	
6310	Office/Administrative Salaries -- from above		\$0	\$0	
6311	Office Expenses		\$0	\$0	
6312	Office or Model Apartment Rent		\$0	\$0	
6320	Management Fee		\$35,280	\$0	
6330	Site/Resident Manager(s) Salaries -- from above		\$42,560	\$0	
6331	Administrative Free Rent Unit -- from above		\$0	\$0	
6340	Legal Expense -- Project		\$2,500	\$0	
6350	Audit Expense		\$6,500	\$0	
6351	Bookkeeping Fees/Accounting Services		\$12,608	\$0	
6390	Miscellaneous Administrative Expenses		\$5,500	\$0	
6263T	Total Administrative Expenses		\$107,198	\$0	

12/1/21	Year 1 Annual Income and Expenses			
Acct. No.	Expenses	Residential	Commercial	Comments
	Utilities Expenses: 6400			
6450	Electricity	\$9,925	\$0	
6451	Water	\$12,743	\$0	
6452	Gas	\$0	\$0	
6453	Sewer	\$12,743	\$0	
	Other Utilities: (specify)	\$0	\$0	
6400T	Total Utilities Expenses	\$35,411	\$0	
	Operating and Maintenance Expenses: 6500			Comments
6510	Payroll -- from above	\$41,600	\$0	
6515	Supplies	\$0	\$0	
6520	Contracts	\$23,800	\$0	
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0	
6525	Garbage and Trash Removal	\$7,840	\$0	
6530	Security Contract	\$0	\$0	
6531	Security Free Rent Unit -- from above	\$0	\$0	
6546	Heating/Cooling Repairs and Maintenance	\$20,545	\$0	
6548	Snow Removal	\$0	\$0	
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0	
6590	Miscellaneous Operating and Maintenance Expenses	\$250	\$0	
6500T	Total Operating & Maintenance Expenses	\$94,035	\$0	
	Taxes and Insurance: 6700			Comments
6710	Real Estate Taxes	\$8,684	\$0	
6711	Payroll Taxes (Project's Share) -- from above	\$9,124	\$0	
6720	Property and Liability Insurance (Hazard)	\$81,974	\$0	
6729	Other Insurance (e.g. Earthquake)	\$0	\$0	
6721	Fidelity Bond Insurance	\$0	\$0	
6722	Worker's Compensation -- from above	\$4,562	\$0	
6723	Health Insurance/Other Employee Benefits--from above	\$4,562	\$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$0	\$0	
6700T	Total Taxes and Insurance	\$108,906	\$0	
	Supportive Services Costs: 6900			Comments
6990	Staff Supervisor(s) Salaries - from above	\$0	\$0	
6990	Services Coordinator Salaries, On-Site - from above	\$50,000	\$0	
6990	Other Supportive Services Staff Salaries - from above	\$0	\$0	
6990	Supportive Services Admin Overhead	\$0	\$0	
6990	Other Supportive Services Costs: (specify)	\$0	\$0	
6990	Other Supportive Services Costs: (specify)	\$0	\$0	
6900T	Total Supportive Services Costs	\$50,000	\$0	
	Total Operating Expenses	\$395,550	\$0	Comments
	Funded Reserves: 7200	Residential	Commercial	
7210	Required Replacement Reserve Deposits	\$24,500	\$0	
7220	Other Reserves: (specify)	\$0	\$0	
7230	Other Reserves: (specify)	\$0	\$0	
7240	Other Reserves: (specify)	\$0	\$0	
	Total Reserves	\$24,500	\$0	
	Ground Lease	Residential	Commercial	
	Ground Lease	\$0	\$0	
	Total Ground Lease	\$0	\$0	
	Net Operating Income	\$188,995	\$0	
	Financial Expenses: 6800			Comments
6820	1st Mortgage Debt Service	\$157,493	\$0	
6830	2nd Mortgage Debt Service	\$0	\$0	
6840	3rd Mortgage Debt Service	\$0	\$0	
6890	HOME Monitoring Fee	\$12,051	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6800T	Total Financial Expenses	\$169,544	\$0	
	Cash Flow	\$19,451	\$0	
7190	Asset Management/Similar Fees	\$39,500	\$0	
Total Operating Expenses Per Unit		Per Year	Per Month	
Without any Adjustments		\$8,072	\$673	
With the Value of Rent-Free Units Included		\$8,072	\$673	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$6,875	\$573	

HCD Reserve Requirements <i>(all reserve withdrawals will require prior HCD approval)</i>				
Project Name:		Pleasant Grove Phase II		Number of Project Units: 49 12/1/21
Replacement Reserve Calculator UMR \$8309				
(a)	0.6% of new construction costs (structures excluding contractor profit, overhead, and general requirements and insurance):		\$15,712,033	\$94,272
(b)	\$500 per unit:		\$500	\$24,500
(c)	If a third-party physical needs assessment (PNA) was performed for this Project, must attach PNA:		<i>PNA per unit amount:</i>	\$0
(d)	Replacement Reserve amount = <i>New construction: lesser of (a), (b) and (c) above; Rehab: lesser of (b) and (c)</i>			\$24,500
HCD Required Replacement Reserve Amount - <i>must be included in 'Operating' budget</i>				\$24,500
Operating Reserve Calculator UMR \$8308				
1	Total Operating Expenses <i>(including Property Taxes and excluding Service Coordinator salary):</i>			\$345,550
2	Replacement Reserve amount (from above):			\$24,500
3	Mandatory Permanent Debt Service <i>(enter lender name below):</i>			
(a)	1st Mortgage Debt Service	Century Housing		\$157,493
(b)	2nd Mortgage Debt Service			\$0
(c)	3rd Mortgage Debt Service			\$0
(d)	Misc. Financial Expenses:			\$12,051
Total Annual Mandatory Debt Service:				\$169,544
4a	HCD Required Operating Reserve Amount <i>(Tax Credit Project - 3 months) - must be included in 'Dev Budget' for tax credit projects</i>			\$134,899
4b	HCD Required Operating Reserve Amount <i>(Non-Tax Credit Project - 4 months) - must be included in 'Dev Budget' if no tax credits</i>			\$179,865
If Reserve amounts are different than the required amount, enter reserve amounts and how they are calculated below:				

Pleasant Grove Phase II

Cash Flow Analysis

12/1/21

Is Income from Restricted Units based on Restricted or Proposed Rents?

Restricted Rents

Income From Housing Units	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Restricted Unit Rents	2.5%	638,160	654,114	670,467	687,229	704,409	722,019	740,070	758,572	777,536	796,974	816,899	837,321	858,254	879,711	901,703	924,246	947,352	971,036	995,312	1,020,195
Unrestricted Units	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments																					
Subsidy Program Name	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subsidy Program Name	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income - Housing		638,160	654,114	670,467	687,229	704,409	722,019	740,070	758,572	777,536	796,974	816,899	837,321	858,254	879,711	901,703	924,246	947,352	971,036	995,312	1,020,195
Other Income																					
Laundry & Vending	2.5%	2,940	3,014	3,089	3,166	3,245	3,326	3,409	3,495	3,582	3,672	3,763	3,858	3,954	4,053	4,154	4,258	4,364	4,474	4,585	4,700
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income - Other		2,940	3,014	3,089	3,166	3,245	3,326	3,409	3,495	3,582	3,672	3,763	3,858	3,954	4,053	4,154	4,258	4,364	4,474	4,585	4,700
Gross Potential Income - Total		641,100	657,128	673,556	690,395	707,654	725,346	743,479	762,066	781,118	800,646	820,662	841,179	862,208	883,763	905,858	928,504	951,717	975,509	999,897	1,024,895
Vacancy Assumptions																					
Restricted Units	5.0%	31,908	32,706	33,523	34,361	35,220	36,101	37,003	37,929	38,877	39,849	40,845	41,866	42,913	43,986	45,085	46,212	47,368	48,552	49,766	51,010
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry/Vending/Other Income	5.0%	147	151	154	158	162	166	170	175	179	184	188	193	198	203	208	213	218	224	229	235
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Vacancy Loss		32,055	32,856	33,678	34,520	35,383	36,267	37,174	38,103	39,056	40,032	41,033	42,059	43,110	44,188	45,293	46,425	47,586	48,775	49,995	51,245
Effective Gross Income		609,045	624,271	639,878	655,875	672,272	689,079	706,305	723,963	742,062	760,614	779,629	799,120	819,098	839,575	860,565	882,079	904,131	926,734	949,902	973,650
Operating Expenses & Reserve Deposits																					
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	336,866	348,656	360,859	373,489	386,561	400,091	414,094	428,588	443,588	459,114	475,183	491,814	509,028	526,844	545,283	564,368	584,121	604,565	625,725	647,625
Real Estate Taxes	2.0%	8,684	8,858	9,035	9,216	9,400	9,588	9,780	9,975	10,175	10,378	10,586	10,797	11,013	11,234	11,458	11,688	11,921	12,160	12,403	12,651
Supportive Services Costs	2.5%	50,000	51,250	52,531	53,845	55,191	56,570	57,985	59,434	60,920	62,443	64,004	65,604	67,244	68,926	70,649	72,415	74,225	76,081	77,983	79,933
Replacement Reserve	0.0%	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500	24,500
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground Lease	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses & Reserves		420,050	433,264	446,925	461,049	475,652	490,749	506,359	522,497	539,183	556,435	574,273	592,716	611,786	631,503	651,890	672,970	694,767	717,306	740,611	764,709
Net Operating Income		188,995	191,007	192,953	194,825	196,620	198,329	199,947	201,466	202,879	204,179	205,356	206,404	207,312	208,072	208,674	209,108	209,363	209,428	209,292	208,941
Debt Service																					
1st Mortgage		157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493	157,493
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2nd Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HOME Monitoring Fee	3.0%	12,051	12,413	12,785	13,168	13,564	13,970	14,390	14,821	15,266	15,724	16,196	16,681	17,182	17,697	18,228	18,775	19,338	19,918	20,516	21,132
Misc. Financial Expenses: (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Required Debt Service		169,544	169,906	170,278	170,661	171,057	171,463	171,883	172,314	172,759	173,217	173,689	174,174	174,675	175,190	175,721	176,268	176,831	177,411	178,009	178,625
Cash Flow after all debt service		19,451	21,102	22,675	24,164	25,563	26,866	28,064	29,152	30,120	30,962	31,668	32,229	32,637	32,882	32,953	32,840	32,532	32,017	31,283	30,317
Debt Service Coverage Ratio (DSCR)		1.11	1.12	1.13	1.14	1.15	1.16	1.16	1.17	1.17	1.18	1.18	1.19	1.19	1.19	1.19	1.19	1.18	1.18	1.18	1.17
Use of Cash Flow After Debt Service - HCD Projects																					
Asset Mgmt./ Similar Fees		19,451	21,102	22,675	24,164	25,563	26,866	28,064	29,152	30,120	30,962	31,668	32,229	32,637	32,882	32,953	32,840	32,532	32,017	31,283	30,317
Deferred Developer Fee prior to Distributions & residual receipt payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsor Distributions	50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HCD Residual Payment	50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Asset Mgmt./Similar Fees	3.5%	39,500	40,883	42,313	43,794	45,327	46,914	48,556	50,255	52,014	53,834	55,719	57,669	59,687	61,776	63,938	66,176	68,492	70,890	73,371	75,939
Cumulative paid Deferred Dev. Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PREVIOUS PARTICIPATION CERTIFICATE

CTCAC Regs. 10325(g)(5)(B) & 10326(f)(6)(B), MHP Regulation 7320(b)(3), HOME Regulation 8212(d)(1)(C)

12/1/21

Purpose

This form provides the Agencies with a certified report of all previous participation in all affordable multifamily rental housing projects. The Agencies require that you certify your records of previous participation in Agencies', other government-assisted, and nongovernment-assisted projects by completing and signing this form, before your Project application or participation can be approved.

Instructions - Previous Participation Certificate

1. The Previous Participation Certificate, including Schedule A, must be completed in its entirety and signed by all applicants, proposed general partners, developer and development consultant with whom the sponsor has a comprehensive development services contract, and affiliates applying to any one of the Agencies.
2. **For CTCAC only-** applicants applying for points for the property management agent experience, and there is an executed property management agreement, the property management agency must also complete the Previous Participation Certificate and Schedule A.
3. All other participants, or members of the development team, who are only involved in the Project on a fee for service basis and for whom #1 and #2 above do not apply, must provide a resume or complete Schedule A which details rental housing projects in which they previously participated.
4. Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Specific Line Instructions

Block 1: Fill in the name and location of the affordable multifamily rental housing Project.

Block 2: Alphabetically list the full names, last name first, of all principals (including corporations) and affiliates and their addresses.

Block 3: Beside the name of each principal, fill in the role that each party listed will perform.

Block 4: Fill in the percentage ownership in the proposed Project that each principal is expected to have.

Block 5: Fill in the IRS employer number of every party listed, including affiliates.

Block 6: In the box below the statement of certification, fill in the name of all principals and affiliates. Beside the name of each principal and affiliate, each party must sign the form. In addition, each person who signs the form should fill in the date that he/she signs and their telephone number.

Instructions - Schedule A

1. Be sure that Schedule A is filled in completely, accurately and the certification is properly dated and signed, because it will serve as a record of your previous experience. All multi-family rental housing projects must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself.

HOME ONLY - to receive points for similar project experience, this information must be provided by the applicant, developer, owner, and managing general partner for subsidized projects of the same type proposed in the application. Such projects must have been completed during the 5-year period specified in the HOME NOFA. To receive points you must indicate whether the project is a rental new construction or rental rehabilitation project by entering "yes" or "no" underneath the P-I-S date.

MHP ONLY - list subsidized rental housing projects completed by the developer or development consultant with whom the Project Sponsor has a comprehensive development services contract. Include the projects in which the entity was responsible for overseeing or performing the full range of comprehensive development activities including: financial packaging, selection of consultants, selection of the construction contractor and property management agent, oversight of architectural design, construction management and other aspects of the development process. In addition, for each project submitted for operation experience, attach a narrative describing the Project Sponsor's role and responsibilities using MHP's form.

2. Even if you have never participated in an affordable multi-family rental housing project, you must complete the Previous Participation Certificate. If you have no previous projects to list, fill in your name in column 1, and write across the form by your name - "No previous participation."

Column 2: List all (nationwide) of your previous affordable multifamily rental housing projects. Identify all Agencies' projects first in Column 2A, then other government agency assisted projects in Column 2B, then nongovernment-assisted projects in Column 2C. Identify the project name, location, type of subsidy, number of units, and indicate if the project is being used in scoring to gain points, if applicable.

Column 3: List your role in all previous projects. Give the month/day/year the principal's role began and ended and the month/day/year the project was placed-in-service (P-I-S).

CTCAC ONLY - for the General partner and Management Company/Principal, to the extent that the type of information requested is the same between this attachment and UA XX and UA XY, the information should match or requested points may not be awarded in these categories.

Column 4: Indicate all defaults, foreclosures, sales, instances of IRS noncompliance, and issuance of IRS Form 8823.

Previous Participation Certification

1. Proposed Project Name Pleasant Grove Phase II	City and Zip Code Roseville 95747		
2. List of All Proposed Principal Participants and Affiliates Names and addresses of all known principals and affiliates (people, businesses & organizations) proposing to participate in the Project described above. List names alphabetically: last, first, middle initial.	3. Role of Each Principal or Affiliate in Project	4. Expected % Ownership Interest in Project	5. IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to CTCAC, MHP, CalHFA, CDLAC, HOME (hereinafter referred to as Agencies) for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. By executing this certificate, I hereby consent to the disclosure of information concerning my performance in the affordable multifamily rental housing developments by the Agencies to third parties, including, but not limited to, affordable housing agencies in other states and by such third parties to the Agencies. Neither the Agencies nor such third parties are required to give me notice of such disclosure or receipt of information.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

I further certify that:

1. Schedule A contains a listing of every affordable multifamily housing rental project in which I have been or am now a principal.
2. Except as shown by me on the certification:
 - a. I have not sold any project listed;
 - b. No mortgage on a project listed by me has ever been in default, assigned to the government or foreclosed, nor has mortgage relief by the mortgagee been given;
 - c. I have not experienced defaults or noncompliance under any contract or regulatory agreement in connection with a public housing project nor been issued IRS Form 8823 on any Low-Income Housing Tax Credit (LIHTC) project other than indicated on Schedule A;
 - d. To the best of my knowledge, there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects.
 - e. I have not been suspended, debarred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing program.
 - f. I have not failed to use state funds or Low Income Housing Tax Credits (LIHTC) allocated to me in any state.
3. All the names of the parties, known to me to be principals in this Project(s) in which I propose to participate, are listed above.
4. (Applicable to General Partners or Project Owners Only) All parties who are principals or who are proposed as principals here are listed above and no principals, affiliates, or identities of interest are concealed or omitted.
5. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this Project.

6. Typed or Printed Name of Principal	Signature of Principal	Certification Date	Area Code and Telephone No.

Schedule A: List of Previous Projects. By my name below is the complete list of my previous projects and my participation history as a principal, affiliate, management agent, or participant in affordable multifamily rental housing programs of the Agencies, and other government and nongovernment assisted programs. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "No previous participation."

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and sign .	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and sign.	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
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	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and sign.	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
For the General Partner and Management Company/Principal - to the extent that the type of information requested on this attachment is the same as requested on UA Form XX, the information should match or requested points may not be awarded (if applicable).								

UA Version 4/26/21

Certifications State of California On behalf of the entity identified in the signature block below, I certify that:		
1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.		
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.		
3. The following is a complete disclosure of all identities of interest -- of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (TCAC Regulations):		
4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.		
5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.		
6. The identified public owner of the facility which is responsible for the long-term operation and maintenance of the Project has approved the technical feasibility of the proposed Project.		
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.		
Printed Name and Title of Signatory	Signature	Date
Legal Disclosure For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the Project. In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement. The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.		
Exceptions: Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire. Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).		
Civil Matters 1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?		
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?		
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?		
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?		
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?		
Criminal Matters 6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?		
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?		
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?		
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?		
10. Within the past ten years, has the applicant been convicted of any felony?		
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?		
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?		
Please provide a letter of explanation if you responded "Yes" to any of the questions above.		
Printed Name of Applicant or Joint Applicant	Signature of Applicant or Joint Applicant	Date
Printed Name of Signatory	Printed Title of Signatory	

Application Development Team (ADT) Support Form

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	HOME							
2	HOME							
3	HOME							
4	HOME							
5	HOME							
6	HOME							
7	HOME							
8	HOME							
9	HOME							
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23	HOME							
24	HOME							
25	HOME							

PREVIOUS PARTICIPATION CERTIFICATE

CTCAC Regs. 10325(g)(5)(B) & 10326(f)(6)(B), MHP Regulation 7320(b)(3), HOME Regulation 8212(d)(1)(C)

12/1/21

Purpose

This form provides the Agencies with a certified report of all previous participation in all affordable multifamily rental housing projects. The Agencies require that you certify your records of previous participation in Agencies', other government-assisted, and nongovernment-assisted projects by completing and signing this form, before your Project application or participation can be approved.

Instructions - Previous Participation Certificate

1. The Previous Participation Certificate, including Schedule A, must be completed in its entirety and signed by all applicants, proposed general partners, developer and development consultant with whom the sponsor has a comprehensive development services contract, and affiliates applying to any one of the Agencies.
2. **For CTCAC only-** applicants applying for points for the property management agent experience, and there is an executed property management agreement, the property management agency must also complete the Previous Participation Certificate and Schedule A.
3. All other participants, or members of the development team, who are only involved in the Project on a fee for service basis and for whom #1 and #2 above do not apply, must provide a resume or complete Schedule A which details rental housing projects in which they previously participated.
4. Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Specific Line Instructions

Block 1: Fill in the name and location of the affordable multifamily rental housing Project.

Block 2: Alphabetically list the full names, last name first, of all principals (including corporations) and affiliates and their addresses.

Block 3: Beside the name of each principal, fill in the role that each party listed will perform.

Block 4: Fill in the percentage ownership in the proposed Project that each principal is expected to have.

Block 5: Fill in the IRS employer number of every party listed, including affiliates.

Block 6: In the box below the statement of certification, fill in the name of all principals and affiliates. Beside the name of each principal and affiliate, each party must sign the form. In addition, each person who signs the form should fill in the date that he/she signs and their telephone number.

Instructions - Schedule A

1. Be sure that Schedule A is filled in completely, accurately and the certification is properly dated and signed, because it will serve as a record of your previous experience. All multi-family rental housing projects must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself.

HOME ONLY - to receive points for similar project experience, this information must be provided by the applicant, developer, owner, and managing general partner for subsidized projects of the same type proposed in the application. Such projects must have been completed during the 5-year period specified in the HOME NOFA. To receive points you must indicate whether the project is a rental new construction or rental rehabilitation project by entering "yes" or "no" underneath the P-I-S date.

MHP ONLY - list subsidized rental housing projects completed by the developer or development consultant with whom the Project Sponsor has a comprehensive development services contract. Include the projects in which the entity was responsible for overseeing or performing the full range of comprehensive development activities including: financial packaging, selection of consultants, selection of the construction contractor and property management agent, oversight of architectural design, construction management and other aspects of the development process. In addition, for each project submitted for operation experience, attach a narrative describing the Project Sponsor's role and responsibilities using MHP's form.

2. Even if you have never participated in an affordable multi-family rental housing project, you must complete the Previous Participation Certificate. If you have no previous projects to list, fill in your name in column 1, and write across the form by your name - "No previous participation."

Column 2: List all (nationwide) of your previous affordable multifamily rental housing projects. Identify all Agencies' projects first in Column 2A, then other government agency assisted projects in Column 2B, then nongovernment-assisted projects in Column 2C. Identify the project name, location, type of subsidy, number of units, and indicate if the project is being used in scoring to gain points, if applicable.

Column 3: List your role in all previous projects. Give the month/day/year the principal's role began and ended and the month/day/year the project was placed-in-service (P-I-S).

CTCAC ONLY - for the General partner and Management Company/Principal, to the extent that the type of information requested is the same between this attachment and UA XX and UA XY, the information should match or requested points may not be awarded in these categories.

Column 4: Indicate all defaults, foreclosures, sales, instances of IRS noncompliance, and issuance of IRS Form 8823.

Previous Participation Certification

1. Proposed Project Name Pleasant Grove Phase II	City and Zip Code Roseville 95747		
2. List of All Proposed Principal Participants and Affiliates Names and addresses of all known principals and affiliates (people, businesses & organizations) proposing to participate in the Project described above. List names alphabetically: last, first, middle initial.	3. Role of Each Principal or Affiliate in Project	4. Expected % Ownership Interest in Project	5. IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to CTCAC, MHP, CalHFA, CDLAC, HOME (hereinafter referred to as Agencies) for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. By executing this certificate, I hereby consent to the disclosure of information concerning my performance in the affordable multifamily rental housing developments by the Agencies to third parties, including, but not limited to, affordable housing agencies in other states and by such third parties to the Agencies. Neither the Agencies nor such third parties are required to give me notice of such disclosure or receipt of information.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

I further certify that:

1. Schedule A contains a listing of every affordable multifamily housing rental project in which I have been or am now a principal.
2. Except as shown by me on the certification:
 - a. I have not sold any project listed;
 - b. No mortgage on a project listed by me has ever been in default, assigned to the government or foreclosed, nor has mortgage relief by the mortgagee been given;
 - c. I have not experienced defaults or noncompliance under any contract or regulatory agreement in connection with a public housing project nor been issued IRS Form 8823 on any Low-Income Housing Tax Credit (LIHTC) project other than indicated on Schedule A;
 - d. To the best of my knowledge, there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects.
 - e. I have not been suspended, debarred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing program.
 - f. I have not failed to use state funds or Low Income Housing Tax Credits (LIHTC) allocated to me in any state.
3. All the names of the parties, known to me to be principals in this Project(s) in which I propose to participate, are listed above.
4. (Applicable to General Partners or Project Owners Only) All parties who are principals or who are proposed as principals here are listed above and no principals, affiliates, or identities of interest are concealed or omitted.
5. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this Project.

6. Typed or Printed Name of Principal	Signature of Principal	Certification Date	Area Code and Telephone No.

Schedule A: List of Previous Projects. By my name below is the complete list of my previous projects and my participation history as a principal, affiliate, management agent, or participant in affordable multifamily rental housing programs of the Agencies, and other government and nongovernment assisted programs. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "No previous participation."

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and sign .	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's , Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and sign .	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

1. List Each Participant's, Affiliate's, Principal's Name	2. List Previous Projects				3. List Principal's, Affiliate's, Participant's Role(s) and Interest	4. Was project ever in default, foreclosure, sales, or have instances of IRS noncompliance or issuance of IRS Form 8823?		
List in alphabetical order, last name, first and sign .	Give the project name, address, city location, & government agency (GA) involved, number of units in the project, & if it is being used for scoring points.				Indicate when participation began and ended, when the project was placed-in-service (P-I-S), and whether the project is a new construction or a rehabilitation project.			
		(A) Agencies (CTCAC, CalHFA, CDLAC, HOME, MHP)	(B) Other Government Agencies	(C) Non- Government Assisted		Yes	No	If "Yes" explain
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
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	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			
	Name Address City GA #Units Points				Role Interest Began Date Ended Date P-I-S Date New Construction Rehabilitation			

For the General Partner and Management Company/Principal - to the extent that the type of information requested on this attachment is the same as requested on UA Form XX, the information should match or requested points may not be awarded (if applicable).

UA Version 4/26/21

Authorized Signatories Designation Form
(for State Recipient applicants only)

For every position/title authorized in the Authorizing Resolution submitted with the HOME Application, the Department requires that the name of the person(s) currently occupying that/those position(s)/title(s) be kept on file at the Department. This allows the Standard Agreement to be signed by the current occupant(s) of the named position(s)/title(s) to sign on behalf of the applicant. Please provide this information in the spaces below.

Note: If the information provided below changes, update this form, and send it to your HOME Representative along with a copy of meeting notes or some other official documentation evidencing the change in persons occupying the authorized position(s)/title(s). The additional documentation evidencing the name and position(s)/title(s) of authorized signatories need not be HOME-specific but may provide general authority evidencing the name(s) and position(s)/title(s) of individuals authorized to legally bind the governing body.

State Recipient: City of Roseville

HOME Application Year or Contract Number: 2024

Authorized Signatory Position/Title	Name of Person Currently Occupying this Position
City Manager	Dominick Casey
Mayor	Bruce Houdesheldt
Vice Mayor	Krista Bernasconi

Submitted by (must not be a person named above):

Printed Name: Suzanne Acrell

Signature: _____

Title: Housing Analyst

Date: _____

Department of Housing and Community Development
HOME PROGRAM
Verification of Local Development Impact Fees
Rental New Construction

Itemize all local impact fees to be paid.

Pursuant to TCAC Regulation Section 10302(x), Local Development Impact Fees are defined as: the amount of impact fees, mitigation fees, or capital facilities fees imposed by municipalities, county agencies, or other jurisdictions such as public utility districts, school districts, water agencies, resource conservation districts, etc. **Permit processing fees, building permit fees, and plan check fees are NOT considered Local Development Impact Fees.**

TYPE OF FEES TO BE PAID	AMOUNT OF FEE
Community Development Fees	\$
Drainage Facilities	\$
Facilities Assessment	\$
Fire Facilities	\$
General Facilities	\$
Governmental/Environmental	\$
Law Enforcement Facilities	\$
Library Facilities	\$
Parks & Recreation	\$
Public Facilities	\$
Schools	\$
Streets & Signals	\$
Traffic Fees	\$
Wastewater Collection	\$
Wastewater Treatment	\$
Water Facilities	\$
Other (specify):	\$
Other (specify):	\$
Other (specify):	\$
Other (specify):	\$
Other (specify):	\$
Total Estimated Local Development Impact Fees	\$

Certification I certify, on behalf of the entities I represent, that the information presented on the attached Local Approvals form is true and correct to the best of my knowledge.

Name of Local Official (print): Dominick Casey

Signature: _____

Agency or Department: City of Roseville

Title City Manager Date: _____

Developer Name (print): Richard C. Ciraulo

Signature _____

Title Vice President Date: _____

Department of Housing and Community Development
HOME PROGRAM
Verification of Water and Sewer Availability
Rental New Construction

To the applicant: Complete only the project information portion, then submit this form to the local government department having knowledge and authority to provide this verification. The utility service provider is to complete Section I.

Applicant Name: City of Roseville
Project Name: Pleasant Grove Phase II
Address /Site: 1721 Pleasant Grove Blvd.
City & County: Roseville, CA 95747
Assessor Parcel Number(s): 017-162-087-000

To the jurisdiction/service provider completing this verification: The applicant named above has applied for project funding under the state HOME Program, a competitive lending program. Project Readiness is an important factor in the Departments' project rating process. To assist in this review, please provide the information requested in Section I below.

Section I: Water and Sewer Availability

Circle all appropriate answers:

- 1) **YES** or **NO** – A public water supply is currently available with sufficient capacity to serve the multifamily project as proposed.

- 2) **YES** or **NO** – A public sewer service is currently available with sufficient capacity to serve the multifamily project as proposed.

Certification I certify, on behalf of the entities I represent, that the information presented on the attached Verification of Water and Sewer Availability form is true and correct to the best of my knowledge.

Name of Local Official (print): Dominick Casey

Signature: _____

Agency or Department: City of Roseville

Title: City Manager Date: _____

Developer Name (print): Mercy Housing California, Richard C. Ciraulo

Signature: _____

Title: Vice President Date: _____

Department of Housing and Community Development
HOME PROGRAM
Verification of Zoning and Other Required Local Approvals
Rental New Construction

To the applicant: Complete only the project information portion, then submit this form to the local government department having knowledge and authority to provide this verification. The local official is to complete Section I & II.

Applicant Name: City of Roseville
 Project Name: Pleasant Grove Phase II
 Address /Site: 1721 Pleasant Grove Blvd.
 City & County: Roseville, CA 95747
 Assessor Parcel Number(s): 017-162-087-000

To the jurisdiction completing this verification: The applicant named above has applied for project funding under the state HOME Program, a competitive lending program.

Section I: Zoning. The parcel indicated above is zoned _____, which allows for multi-family development of no more than _____ units per acre. The project, as proposed, is zoned for the intended use, complies with the general plan, and with conditional use requirements, if any.

Section II: Required Local Approvals

Check All Required Items		Actual Approval Date or Expected Approval Date	Check if the Item is Not Required <i>AND PROVIDE AN EXPLANATION</i>
☐	CEQA		
☐	Conditional Use Permit		
☐	Site Plan		
☐	Design Review		
☐	Variances		
☐	Planned Unit Development		
☐	Specific Plan		
☐	All Other Required Approvals (Please List)		

Certification I certify, on behalf of the entities I represent, that the information presented on the attached Local Approvals form is true and correct to the best of my knowledge.

Name of Local Official (print): _Dominick Casey_
 Signature: _____
 Agency or Department: _City of Roseville_
 Title: _City Manager_ Date: _____

Developer Name (print): _Richard C. Ciraulo_
 Signature _____
 Title _Vice President_ Date: _____

Applicant Certification and Commitment of Responsibility

As the official designated by the governing body, I hereby certify that if approved by the California Department of Housing and Community Development (Department) for a HOME funding allocation the _City of Roseville_ (applicant name) assumes the responsibilities specified in the HOME regulations and certifies that:

1. It possesses the legal authority to apply for the allocation and to execute the proposed program or project;
2. It has resolved any audit findings for prior Department or federally funded housing or community development projects or programs to the satisfaction of the Department or federal agency by which the finding was made;
3. It is not currently suspended or debarred from receiving federal funds;
4. It is currently in compliance with the submittal requirements of 2 CFR 200.512;
5. There are **no** pending lawsuits that would impact the implementation of this program or project;
6. It will follow the State Relocation Plan and the federal Uniform Relocation Act requirements;
7. It will comply with all statutes and regulations governing the HOME Program;
8. It will comply with State and Federal requirements;
9. It has staff available or has committed to hiring staff able to operate a local HOME program or project and oversee the work of an administrative subcontractor, if any;
10. It will use HOME funds as grants solely for authorized activities;
11. If a CHDO, that it is currently certified or that it has submitted an application for certification, and that its organization is currently in compliance with section 8204.1 of the State HOME Regulations including:
 - its certified service areas include the jurisdiction for which their proposed activity is located;
 - its board composition complies with and will continue to comply with the requirements for CHDOs in the definition contained in 24 CFR Section 92.2;
 - the purpose of the organization complies with 24 CFR 92.2; and
 - it is not a public body nor is it controlled by, or under the direction of, a public body, or individuals or entities seeking to derive profit or gain from the organization;

12. If a CHDO, it will maintain effective project control in its role as sole developer, sole owner or managing general partner in the administration of the proposed activity/ies;
13. The information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct.

I authorize the Department of Housing and Community Development to contact any agency, whether or not named in this application, which may assist in determining the capability of the Applicant. All information contained in this application is acknowledged to be public information. (This certification must be signed by the person authorized in the Resolution.)

Signature: _____ Title: City Manager _____

Type Name: Dominick Casey _____ Date: _____

Certifications		
State of California		
On behalf of the entity identified in the signature block below, I certify that:		
1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.		
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.		
3. The following is a complete disclosure of all identities of interest -- of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (TCAC Regulations):		
4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.		
5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.		
6. The identified public owner of the facility which is responsible for the long-term operation and maintenance of the Project has approved the technical feasibility of the proposed Project.		
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.		
Dominick Casey, City Manager		
Printed Name and Title of Signatory	Signature	Date
Legal Disclosure		
For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the Project.		
In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.		
The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.		
Exceptions:		
Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.		
Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).		
Civil Matters		
1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?		
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?		
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?		
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?		
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?		
Criminal Matters		
6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?		
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?		
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?		
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?		
10. Within the past ten years, has the applicant been convicted of any felony?		
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?		
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?		
Please provide a letter of explanation if you responded "Yes" to any of the questions above.		
City of Roseville		
Printed Name of Applicant or Joint Applicant	Signature of Applicant or Joint Applicant	Date
Dominick Casey	City Manager	
Printed Name of Signatory	Printed Title of Signatory	



COUNCIL COMMUNICATION

CC #: 3242

File #: 0709

Title: Homeless Outreach Workers - Contract for Services
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Contract for Services to hire two homeless outreach workers to be included as part of the Roseville Police Department's Social Services Unit (SSU).

BACKGROUND

In 2018 the City partnered with Placer County in hiring a part-time Homeless Outreach Worker who was embedded with the Roseville Police Department Social Services Unit and assisted in completing outreach to members of the community who are experiencing homelessness. Through this position, individuals were connected to housing, shelter, and services, including chronically homeless individuals who obtained permanent housing. Based on further research on the results, best practices, as well as discussions with the Downtown Roseville Partnership (DRP) Clean and Safe Committee, it was concluded that consistent and additional outreach staff was necessary to continue making an impact on decreasing instances of local homelessness. Through consistent outreach, these workers/navigators are able to:

- Build relationships with individuals who may have a difficult time trusting others due to life history, mental illness, trauma, etc.;
- Connect people to the services and housing they need when they are seeking help; and
- Be responsive to the business community by reaching out to individuals in the downtown area.

In 2019, with Council approval and in partnership with the DRP and Placer County, the City of Roseville entered into a Placer County Homeless Outreach Worker Agreement. The program was funded as follows:

- DRP - \$20,000 per year for two years
- Placer County - \$40,000 per year for two years
- City of Roseville - \$20,000 per year for two years

The agreement funded the hiring of two 28-hour/week Homeless Outreach Workers who were

included in the Roseville Police Department's Social Services Unit (SSU) and did outreach with the unit's Problem-Oriented Policing (POP) Officers in the downtown and other identified areas and utilized the outreach workers to track specific data for the DRP and the City in order to measure results and report quarterly to the DRP Board on the use of their funds.

The outreach workers did not start until late summer/early fall 2020. In July 2021 the agreement was extended from June 30, 2021 to December 31, 2022 to be consistent with the timing of the outreach work. No additional funding was necessary. Although the intention was to hire two part-time outreach workers, the positions were filled with one part-time outreach worker resulting in the ability to continue the position through December 31, 2023 with no additional funding.

This multiagency collaboration has proven to be mutually beneficial and has strengthened the Homeless Liaison Team between Placer County, Roseville Police Social Services Unit, and the Downtown Roseville Partnership. Given the positive program outcomes and to align with the City and County fiscal year, staff is recommending a new agreement to continue the work toward addressing homelessness. The term of this agreement will be 18 months from the effective date at a cost not to exceed \$80,000. Funding for this agreement includes \$15,000 from the DRP and \$65,000 from the Housing Successor Low and Moderate Income Housing Asset Fund. In addition, Placer County will contribute \$80,000 towards these services for a total of \$160,000 in resources committed to the Homeless Outreach Worker program.

Funding will be used to hire two homeless outreach workers to be included as part of the SSU. Outreach workers will continue to build relationships with members of the community who are experiencing homelessness, navigate services and resources, and serve as liaisons to the business community in the downtown area. Data measures will include:

- Number of contacts with individuals experiencing homelessness
- Number of unduplicated individuals referred to services
- Number of unduplicated individuals referred to shelter including transitional housing
- Number of unduplicated individuals housed from experiencing chronic homelessness

FISCAL IMPACT

This item has no impact on the General Fund. The \$160,000 for the Homeless Outreach Worker program will be paid through a combination of \$15,000 from the DRP, \$65,000 from the Housing Successor Low and Moderate Income Housing Asset Fund, and \$80,000 from Placer County.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects that 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).

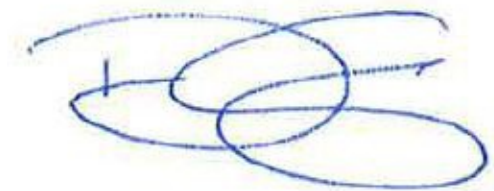
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-081

Agreement

RESOLUTION NO. 24-081

APPROVING A CONTRACT FOR SERVICES, BY AND BETWEEN THE COUNTY OF PLACER AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract for Services for two Homeless Outreach Workers, by and between the County of Placer, Health and Human Services, Adult System of Care, and the City of Roseville, has been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Homeless Outreach Worker
CONTRACT NO.	<u>HHS000825</u>
BEGINS:	January 1, 2024
ENDS:	June 30, 2025
ADMINISTERING AGENCY:	Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the 1st day of January, 2024, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and City of Roseville, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY wish to further identify and outreach with individuals who are homeless and in need of housing coordination and services; and

WHEREAS, CITY will receive \$15,000 from the Downtown Roseville Partnership (DRP) to provide outreach services within the downtown area; and

WHEREAS, COUNTY has experience in the identification and hiring of outreach workers in other homeless services programs as well as overseeing case management for adults within Adult System of Care programs; and

WHEREAS, CITY has experience in identifying individuals and families who are homeless and in need of connection to services in Roseville and has previously coordinated on other COUNTY contracts to utilize homeless outreach workers; and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with two Roseville-focused part-time Homeless Outreach Workers in partnership with CITY, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
3. **FUNDING SOURCE:** CITY is using a grant from the Downtown Roseville Partnership (DRP) and Housing Successor Low and Moderate Income Housing Asset Fund as the source for payment under this contract.
4. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **EIGHTY THOUSAND DOLLARS (\$80,000)**. This payment shall be a match with COUNTY funding of **EIGHTY THOUSAND DOLLARS (\$80,000)**, which together shall provide **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000)** for this Agreement, which shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement.

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **INVOICES:**
- 6.1. COUNTY will provide one invoice to CITY within 30 days of this Agreement's execution. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 6.2. Invoices for payment will be submitted to the following address, will be on COUNTY'S letterhead and will include the contract number, the remittance address, and a unique invoice number:
- Attention: Claudia Carreno
Management Analyst, City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
ccarreno@roseville.ca.us
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, COUNTY will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At CITY'S discretion, CITY may make equipment or facilities available to COUNTY for COUNTY'S use in furtherance of this Agreement.
8. **CONTRACT TERM:** This Agreement shall remain in full force and effect from January 1, 2024 through June 30, 2025. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
9. **TERMINATION:**
- 9.1. CITY or COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to the other party. Upon notice of termination by either party, COUNTY shall immediately cease rendering service and shall pay back CITY at a prorated amount of the payment provided, based on the month in which termination occurs. Such notice shall be provided in writing and personally served or given by United States Mail.
- 9.2. In the event CITY terminates this Agreement, COUNTY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by COUNTY under this Agreement, CITY will credit COUNTY the reasonable value of services rendered by COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by COUNTY and approved by CITY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, CITY will not in any manner be liable for lost profits which might have been made by COUNTY had COUNTY completed the services required by this Agreement. In this regard, COUNTY shall furnish to CITY such financial and other information as in the judgment of the CITY is necessary to determine the reasonable value of the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.

10. **RECORDS:** COUNTY shall clearly document the use of all funds under this Agreement to ensure adequate records demonstrating the allowable use of funds.
11. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors of the CITY, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY shall be responsible for all applicable State and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.
12. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
13. **CONFIDENTIALITY of RECORDS and INFORMATION:**
 - 13.1. Both parties agree to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. Neither party shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify the other party of any discovered instances of breaches of confidentiality. Both parties shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to both parties with respect to such information. Both parties agree to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
 - 13.1.1. HIPAA/ Protected Health Information. If CITY is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CITY performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CITY is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.
 - 13.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CITY is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CITY performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CITY is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA)
14. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY:	Robert L. Oldham, Director Placer County Dept. of Health and Human Services 11434 B Avenue, Ste. 100 Auburn, CA 95603 HHSCONTRACTS@PLACER.CA.GOV
---------------	--

If to CITY: Melissa Anguiano
Economic Development Director, City of Roseville
311 Vernon Street
Roseville, CA 95678
mvanguiano@roseville.ca.us

Changes in contact person or address information shall be made by notice, in writing, to the other party.

15. **ASSIGNMENT**: CITY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.
16. **NON-EXCLUSIVITY**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.
17. **TIME OF PERFORMANCE**: COUNTY agrees to complete all work and services in a timely fashion.
18. **ENTIRETY OF AGREEMENT**: This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
19. **SEVERABILITY**: If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
20. **GOVERNING LAW AND VENUE**: The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
21. **SIGNATURES**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF ROSEVILLE
("CITY")

Dominick Casey, City Manager

Date: _____

Approved as to Form
City Attorney's Office

Date: _____

COUNTY OF PLACER
("COUNTY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum
- Exhibit E – County Facility or Equipment to be used by City
- Exhibit F – Information Security Requirements

SCOPE OF SERVICES

COUNTY through its Health and Human Services Department, Adult System of Care (ASOC) division, hires outreach workers to identify and assist members of the community who are homeless or at-risk of homelessness. Outreach workers establish relationships in the local community with law enforcement, city housing staff, landlords, and nonprofit service providers to connect clients to the necessary housing and support services in an effort to obtain or maintain housing.

CITY, through its Police Department, Social Services Unit ("SSU"), works to identify individuals who are homeless or at-risk of homelessness in Roseville, makes regular contact with said individuals, refers individuals in crisis to support services and connects individuals seeking resources with local non-profits and housing opportunities. The CITY, through its Housing Authority ("RHA"), also serves individuals with housing and programs who might otherwise be at-risk of losing their housing. This housing instability is often due to circumstances of addiction, impacts from a mental health diagnosis, or other service needs.

The Downtown Roseville Partnership (DRP) has provided funding to CITY for the purposes of homeless outreach in and around the downtown area. CITY has agreed to track the following datapoints with this funding and report back to the DRP Board at least quarterly, with the outreach workers assisting with tracking the following data for reporting:

- Number of contacts with individuals experiencing homelessness
- Number of unduplicated individuals referred to services
- Number of unduplicated individuals referred to shelter including transitional housing
- Number of unduplicated individuals housed from experiencing chronic homelessness

This agreement will create two part-time COUNTY outreach workers to report to the Placer County Full Service Partnership (FSP) Supervisor and to partner directly with CITY, while also accepting referrals from RHA, and other community partners. Additionally, the outreach workers will outreach to individuals within the City of Roseville who are homeless or at-risk of homelessness and will make the necessary connections to local services and housing resources. Outreach will include cultivating trust with clients, follow-up contact, positive relations and data presentations to the DRP and its members, and tracking case management through the Homeless Management Information System (HMIS) with the goal of long-term housing stability outcomes. Building knowledge and relationships within SSU, RHA, Placer County Probation, DRP, Roseville Salvation Army, St. Vincent de Paul, The Gathering Inn, Kids First, and other local nonprofits and partners will be key to the outreach workers being successful in their work in this partnership of CITY and COUNTY. The outreach workers will join the necessary COUNTY and CITY staff meetings and trainings.

PAYMENT PROVISIONS

CITY will fund COUNTY in the amount of Eighty Thousand Dollars (\$80,000) for staff costs in support of the outreach worker positions as outlined in the Scope of Work, Exhibit A. Additionally, CITY shall provide up to two licenses to Homeless Outreach Worker positions for the Homeless Management Information System (HMIS) over the span of this Agreement. The total contractual obligation for this Agreement shall not exceed Eighty Thousand Dollars (\$80,000) during the term of this Agreement.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The CITY hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract or Agreement. CITY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY. CITY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY or the COUNTY or to enlarge in any way the CITY'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY'S performance pursuant to this Contract or Agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing. It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

3. **WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CITY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY.

CITY shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

4. **GENERAL LIABILITY INSURANCE:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by CITY in this Agreement.
- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CITY carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CITY carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:

CITY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by CITY shall contain language providing coverage up to one (1) year following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the COUNTY as noted above. In no cases shall the types of policies be different.

5. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If CITY sub-contracts in support of CITY'S work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CITY shall contain language providing coverage up to one (1) year following completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. **ADDITIONAL REQUIREMENTS:**

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CITY shall be responsible for all deductibles in all of the CITY'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CITY'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior

to the work beginning shall not waive the CITY'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM

Whereas "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CITY/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

Whereas CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

Whereas BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

Whereas BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

Whereas as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

Whereas CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

Whereas BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

Whereas BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CITY/Business Associate agree as follows:**

1. **DEFINITIONS**

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1. **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2. **BREACH** - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3. **BREACH NOTIFICATION RULE** - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

- 1.4. BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5. COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6. COUNTY - shall mean the entity providing/making available the information.
- 1.7. DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8. DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9. ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10. ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11. HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12. INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13. INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CITY, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14. PARTIES - shall mean COUNTY/Covered Entity and CITY/Business Associate.
- 1.15. PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16. PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- 1.17. PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18. SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19. SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20. SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21. UNSECURED PHI - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **TERM**

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

3. **OBLIGATIONS OF CITY/BUSINESS ASSOCIATE**

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

3.1 **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].

3.2 **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- 3.4 **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- 3.5 **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6 **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7 **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8 **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.

- 3.9 **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- 3.10 **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- 3.11 **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12 **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].
- 3.13 **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14 **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of

such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

4. HIPAA COMPLIANCE PLAN REQUIREMENT

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1. The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2. A process for tracking the training of staff and subcontractors.
- 4.3. A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4. A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5. A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

5. DATA AGGREGATION SERVICES

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

6. TERMINATION

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

7. ADDITIONAL BREACH GROUNDS

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

8. **INJUNCTIVE RELIEF**

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

9. **AMENDMENTS**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. **DISCLAIMER**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

11. **LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

12. **NO THIRD PARTY BENEFICIARIES**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. **EFFECT ON CONTRACT**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

14. **INTERPRETATION**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent

with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

15. **SOFTWARE SECURITY**

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

COUNTY FACILITY OR EQUIPMENT TO BE USED BY CITY**Special Terms and Conditions including Security Standards for Placer County Data Network**

1. Specific Identification of Facility and Equipment. The following COUNTY facilities and/or equipment may be utilized by CITY under this Agreement: (a) Office space for CITY'S employees. (b) Office supplies and Computer equipment for use by CITY employees. (c) Access to a County Data Network and/or Cloud resources by CITY employees.
2. Use at COUNTY'S Discretion. Use of COUNTY facilities or equipment is made at COUNTY'S sole discretion. COUNTY may discontinue use of COUNTY facilities or equipment by CITY upon reasonable notice. COUNTY reserves the right to provide substitute facilities or equipment at its discretion. COUNTY reserves the right to pre-approve all CITY personnel who are to use COUNTY facilities or equipment. COUNTY reserves the right to require CITY to remove any of CITY'S personnel from COUNTY facilities or to discontinue use of COUNTY equipment.
3. Property Rights. All COUNTY facilities, equipment and data will remain under the sole ownership, custody and control of COUNTY and CITY is not granted any property interest therein. CITY shall only use COUNTY'S facilities and equipment for the purposes of fulfilling its obligations to COUNTY under this Agreement. COUNTY may access any and all electronic or paper data and records created, transmitted, or accessed utilizing COUNTY equipment or while on COUNTY property.
4. Compliance with Laws and Regulations. CITY and its employees shall comply at all times with all applicable laws, regulations, ordinances, and COUNTY policies regarding use of the COUNTY'S facilities and equipment.
5. Confidentiality. CITY and its employees are responsible for maintaining as confidential any confidential information of COUNTY'S or any third party, acquired in the course of using COUNTY'S facilities or equipment.
6. Conduct and Cooperation. CITY and its employees and representatives are subject to the same rules of conduct as COUNTY'S employees when using COUNTY facilities and equipment. CITY and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the COUNTY facility or equipment being utilized. CITY and its employees will cooperate with COUNTY in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under COUNTY policies in which CITY or its employees might have information.
7. Third Parties. CITY may not permit any other person to occupy or use COUNTY'S facilities or equipment, including by placing such person's equipment in a COUNTY space, without first obtaining COUNTY'S written consent to do so. Such consent may be withheld by COUNTY is COUNTY'S sole discretion.
8. Co-located CITY Employees. Co-location of CITY'S employees at COUNTY facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Such circumstances are not present here. Co-located CITY employees will be required to pass a back-ground check and acknowledge familiarity with identified COUNTY policies and procedures. Co-located CITY employees will also participate in any training deemed necessary by COUNTY.
9. If CITY is given access to COUNTY'S electronic billing system through a COUNTY Data Network and/or Cloud resources CITY shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients. CITY shall be allowed to only view their assigned programs and clients. CITY agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

10. CITY must abide by the Placer County Information Security Policies and Information Security Acceptable Use Policy. Some important excerpts are listed below.

10.1. PURPOSE and DEFINITIONS - Placer County maintains as part of its information technology platform a computer network that includes hardware and software, voicemail, file servers, electronic mail (email), systems that allow access to the internet, cloud-based computing programs and processes, and other electronic pathways. These systems are provided to assist in the conduct of COUNTY business within Placer County. Based on CITY access, the following applies in whole or in part.

10.2. POLICY

10.2.1. Ownership and Control - All components of the Placer County Technology Platform, including voicemail, email messages sent and received, files and records created or placed on any COUNTY file server, and all data placed onto or accessed by the COUNTY'S computer network including internet access, are and remain either the property of or under the control of Placer County and not the User.

10.2.2. Access and Privacy - Placer County, through the Department of Information Technology (IT), has access to all information technology and electronic equipment and data (computer, voicemail, email, directories, files, electronic records, and Internet and Cloud access). Placer County reserves the right to retrieve and review any voicemail, email, directory, file, record or Internet access records composed, sent, accessed by, or received on its systems.

10.2.2.1. Users should be aware that, even when a message or file is erased or a visit to a website is closed, it is still possible to recreate the message, file or Internet access records.

10.2.2.2. All communications, including text and images may be disclosed by management to third parties or law enforcement, and/or may be used by management for any other lawful purpose including discipline or vendor disputes without prior consent of the sender or receiver.

10.2.2.3. Users have no right to privacy as to any information or file stored on or transmitted through Placer County's computer systems including the internet and cloud, voicemail system, email or other technical resources.

10.2.3. Authorization and Accountability - Each individual must have a separate log-in account and password for network use.

10.2.4. Passwords - Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of Placer County's resources. All users, including CITYS and vendors with access to the COUNTY'S systems, are responsible for the creation and protection of passwords and additionally any updates to COUNTY Password policies must be followed. Users must not use the same password for Placer County accounts and personal accounts.

The reliability of passwords for maintaining confidentiality cannot be guaranteed. Always assume that someone, in addition to the intended or designated recipient, may read any and all messages and files. Any user suspecting that his/her password may have been compromised must, without delay, report the incident to Placer County IT.

10.2.4.1. Passwords must never be shared or disclosed. If a password is accidentally exposed or suspected of exposure, the password should be changed immediately.

10.2.4.2. All passwords must be changed on a specified, periodic basis.

10.2.4.3. Default passwords provided by the vendor for access to applications/systems on the network must be changed to unique and secret passwords.

10.2.4.4. Immediately inform the Information Technology Service Desk when user accounts are no longer required or will not be used for a period of 30 days or more.

10.2.4.5. All accounts not used for 90 days will be automatically disabled.

10.2.5. Authorized Access

10.2.5.1. Users may access only the messages, files, or programs that they have authorization to use and where that use, or access is actually needed to perform their work duties. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems or programs, voicemail messages, or other property of Placer County, or improper use of information obtained by authorized means is a violation of this Policy.

10.2.5.2. Access to any internet-based site, including Cloud or social media site, is limited to Placer County IT approved sites and access or use may be prohibited by Placer County IT on the ground that the access poses an unreasonable risk to COUNTY network security, or the site primarily includes content that is prohibited under this Policy.

10.2.5.3. Attempts to circumvent protection mechanisms and standards to gain unauthorized access will be subject to disciplinary action.

10.2.5.4. Vendors must comply with Placer County security standards and it is the responsibility of the department involved to monitor this compliance.

10.2.5.5. Security vulnerabilities and suspicious or illicit use of information technologies should be reported to your immediate supervisor or the Information Technology Service Desk.

10.2.5.6. Only authorized staff should maintain, move or modify COUNTY network systems and components.

10.2.5.7. If removable media devices are used, they must be scanned with an antivirus solution when plugged into the Placer County network.

10.2.5.8. Licensing requirements and copyright laws must be adhered to.

10.2.5.9. All department supported systems and devices must be maintained with the current security patches and updates.

10.2.5.10. Security lifecycle practices must be practiced in all development cycles.

10.2.5.11. Per the Placer County Information Security Program Charter, data sensitivity is established by the department owning the information. All sensitive or confidential data must be protected in transit and when stored.

10.2.5.12. Applications should employ Single Sign On technology.

10.2.5.13. Business critical systems and data must be backed up with periodically validated processes.

10.2.6. Prohibited Activities - To prevent computer viruses from being transmitted, to protect Placer County information and records, Users are prohibited from performing the following activities without first obtaining authorization from the IT Department. Authorization may occur individually, pursuant to a pre-approved list of allowable programs or activities, or by provision of a product approved by the IT Department to a

department, User, or to the COUNTY generally. The following activities are otherwise prohibited:

- 10.2.6.1. Do not download any software onto a COUNTY computer, network drive, or mobile communications device.
- 10.2.6.2. Do not transfer, that is upload or download, documents, videos or information to or from an unauthorized Cloud based service or related website.
- 10.2.6.3. Do not plug non-COUNTY devices into the network.
- 10.2.6.4. Disconnect remote sessions to the network when the work is completed.

10.2.7. Violations

- 10.2.7.1. Placer County management may advise appropriate law enforcement officials of any alleged illegal acts related to use of any component of the COUNTY'S Technology Platform.
- 10.2.7.2. The Department of Information Technology may revoke or limit the use or access of any User for violations of this Policy. The Chief Information Officer reserves the right to deviate from this policy in emergency circumstances.

- 11. Notification of Data Security Incident. For purposes of this section, "Data Security Incident" is defined as unauthorized access to the CITY'S business and/or business systems by a third party, which access could potentially expose COUNTY data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, CONTRACTOR must notify COUNTY within 48 hours. Notice should be made to ITSEC@placer.ca.gov and HHSContracts@placer.ca.gov. Notice under this section must include the date of incident and CITY'S systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to COUNTY data is known at the time, to enable COUNTY to take immediate protective actions of its data and cloud environments. Failure to notify under this section is a material breach, and COUNTY may immediately terminate the Agreement for failure to comply.

INFORMATION SECURITY REQUIREMENTS**1. DATA LOCATION**

- 1.1. The CITY shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CITY will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the COUNTY.)
- 1.2. The CITY must notify the COUNTY in advance and in writing of any location changes to CITY'S data center(s) that will process or store COUNTY data.

2. DATA ENCRYPTION

- 2.1. For all COUNTY data, The CITY shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CITY stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CITY'S encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

3. SUB-CONTRACTOR DISCLOSURE

- 3.1. The CITY shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CITY comply with all COUNTY Information Security Requirements.

4. BUSINESS CONTINUITY

- 4.1. CITY shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
 - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business
 - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours' worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

5. BREACH NOTIFICATION

- 5.1. CITY shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CITY'S data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.



COUNCIL COMMUNICATION

CC #: 3233

File #: 0400-04-12-1

Title: Solaire Phase 6 - Nicole Gee Drive - Phase 1 - Notice of Completion

Contact: Matt Shields 916-223-7109 mshields@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Solaire Phase 6 - Nicole Gee Drive - Phase 1, CWJ # 190752, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

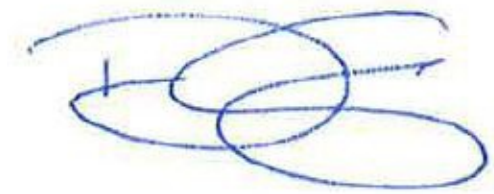
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Shields, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-077

NOC

Exhibit A : Location Map

Final Map

RESOLUTION NO. 24-077

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SOLAIRE PHASE 6 - NICOLE GEE DRIVE - PHASE 1 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.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Solaire Phase 6 - Nicole Gee Drive - Phase 1 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Solaire Phase 6 - Nicole Gee Drive - Phase 1 recorded in Book EE of Maps, Page 6, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Solaire Phase 6 - Nicole Gee Drive - Phase 1.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Solaire Phase 6 - Nicole Gee Drive - Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Hartford Fire Insurance Company #59BSBIU1846.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout
City Engineer
City of Roseville

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

State of California)
County of Placer)

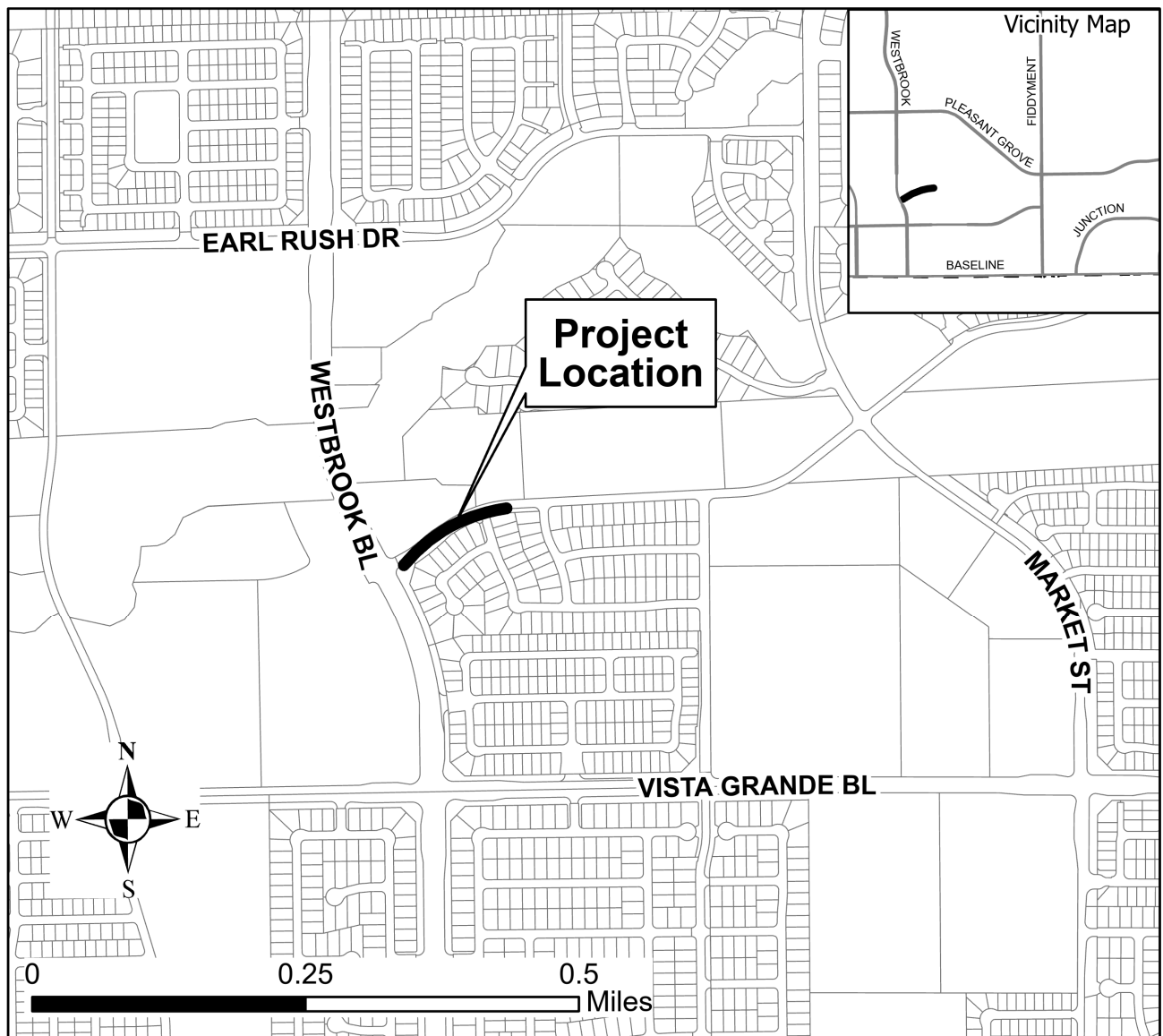
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, Marc Stout
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Solaire Phase 6 Nicole Gee Drive - Phase 1



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.
- (C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).
- (D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
- (E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.
- (B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.
- (C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.
- (D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.
- (E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.
- (F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.
- (G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: Leonard A. Federico
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: Leonard A. Federico
LEONARD A. FEDERICO,
GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) 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.

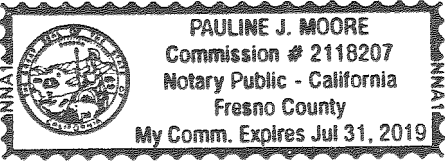
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official Seal.

Pauline J. Moore Pauline J. Moore
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207



SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

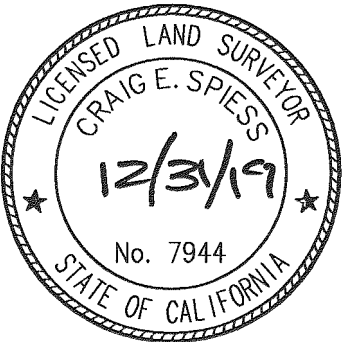
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7844
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17



CITY ENGINEER'S STATEMENT

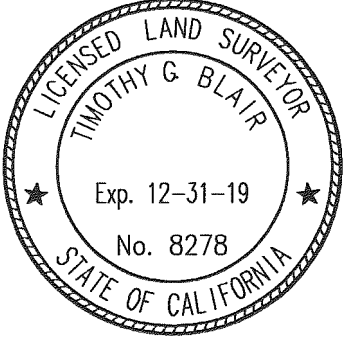
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 1/10/18
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 1/10/18
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

CITY CLERK, CITY OF ROSEVILLE
DATE: 01/11/18
BY: Assistant City Clerk
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: A. Mch FEE: \$ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 1 OF 23 18254.FED

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC
PERSONALLY APPEARED ANNA J. STARKS
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
Sandra Lessard SANDRA LESSARD
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY
MY COMMISSION EXPIRES: OCT 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC
PERSONALLY APPEARED GARY J. FEDERICO
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
Sandra Lessard SANDRA LESSARD
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY
MY COMMISSION EXPIRES: OCT 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M. Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

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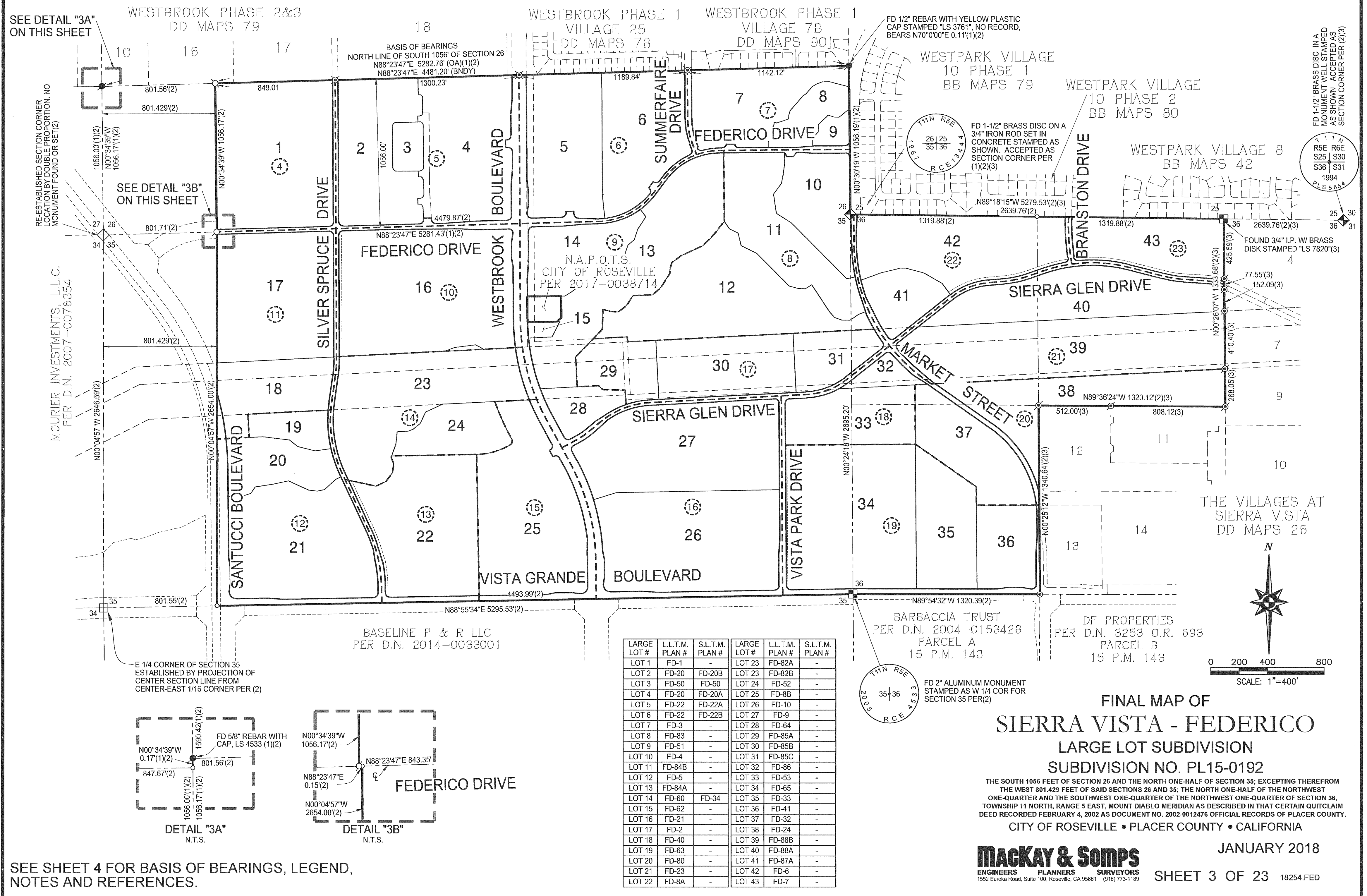
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC
PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY 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.
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WITNESS MY HAND and Official Seal
Sandra Lessard SANDRA LESSARD
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY
MY COMMISSION EXPIRES: OCT 18, 2020 MY COMMISSION NUMBER: 2165215

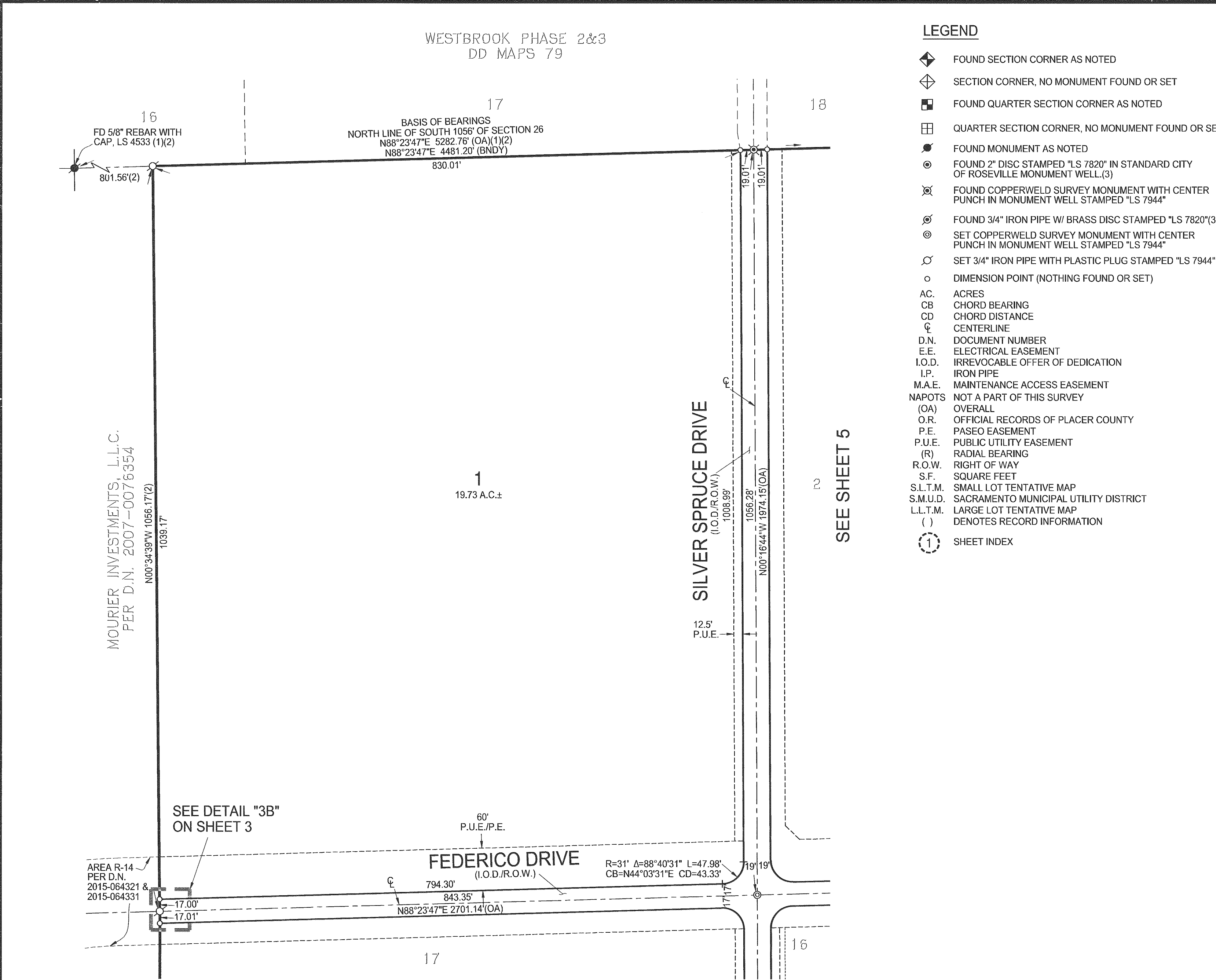
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS
1502 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JANUARY 2018





LEGEND

- FOUND SECTION CORNER AS NOTED
- SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND MONUMENT AS NOTED
- FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
- DIMENSION POINT (NOTHING FOUND OR SET)
- AC. ACRES
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- E.E. ELECTRICAL EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- M.A.E. MAINTENANCE ACCESS EASEMENT
- NAPOTS NOT A PART OF THIS SURVEY
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R.O.W. RIGHT OF WAY
- S.F. SQUARE FEET
- S.L.T.M. SMALL LOT TENTATIVE MAP
- S.M.U.D. SACRAMENTO MUNICIPAL UTILITY DISTRICT
- L.L.T.M. LARGE LOT TENTATIVE MAP
- () DENOTES RECORD INFORMATION
- (1) SHEET INDEX

NOTES:

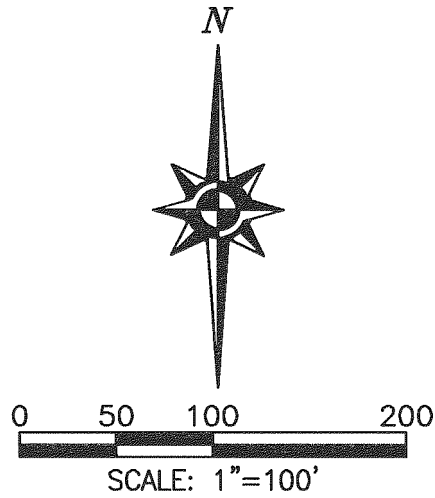
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
- TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
- THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL. IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
- THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
- PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
 - AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
 - AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
 - A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- CC MAPS 85
- 22 R.S. 135
- DD MAPS 26
- DOC. NO. 2017-0038714



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

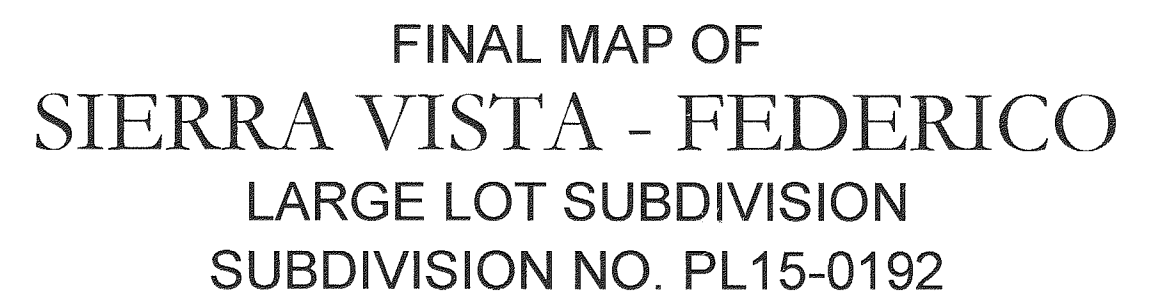
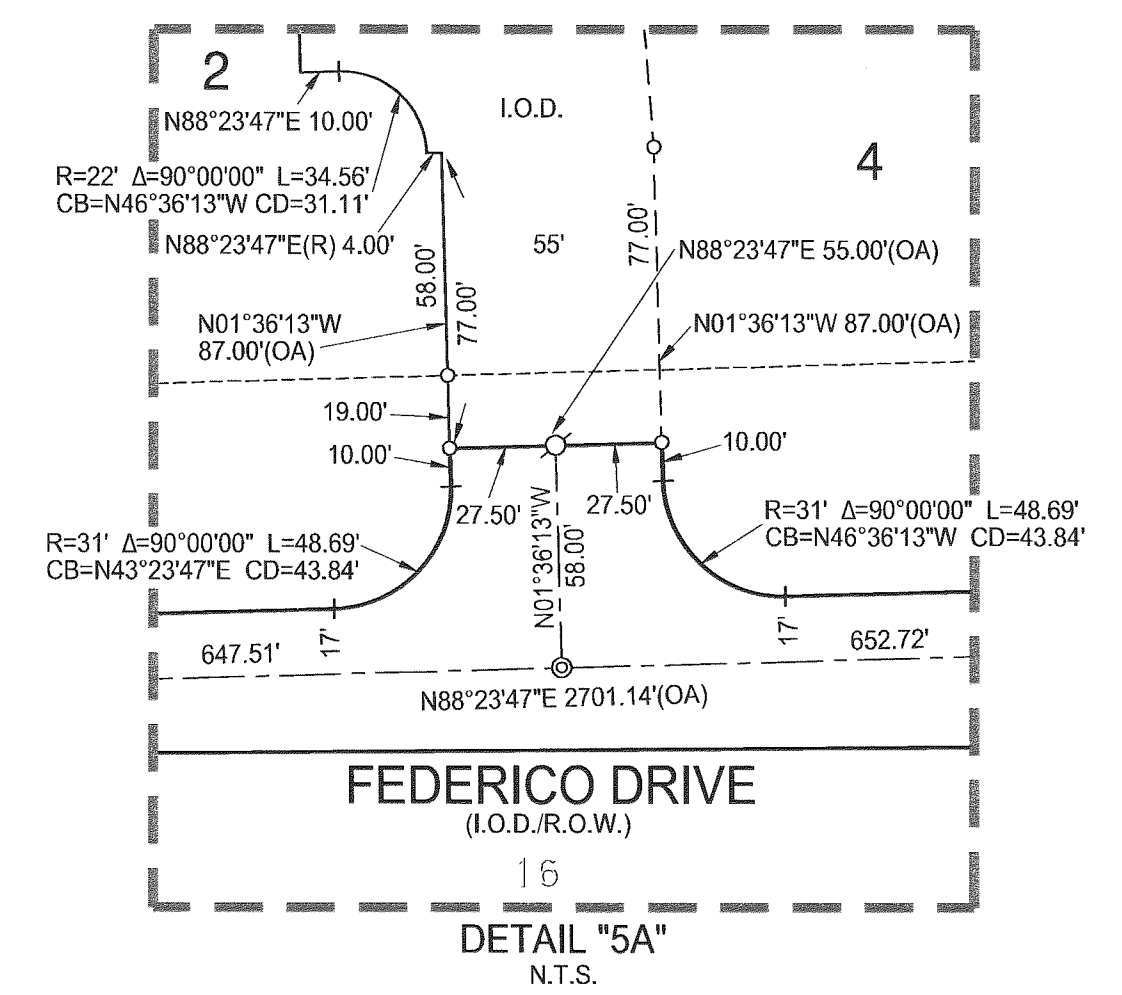
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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Euroka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 4 OF 23 18254.FED

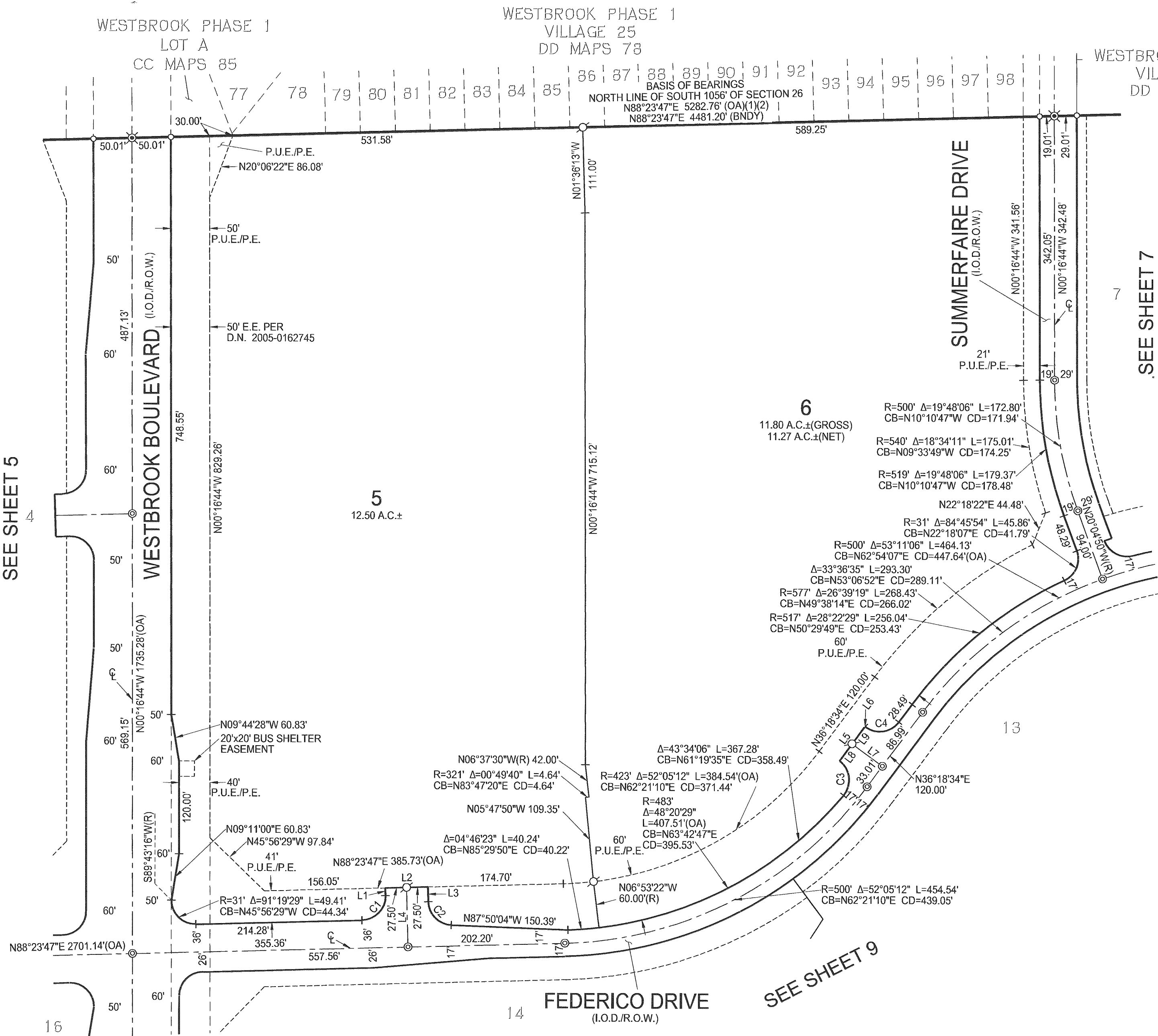


CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

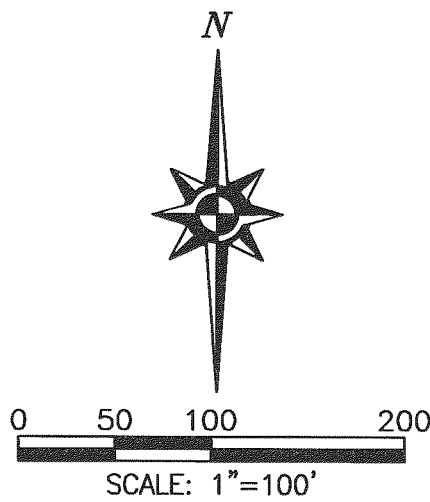
SHEET 5 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.



CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE		
#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

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SHEET 6 OF 23 18254.FED

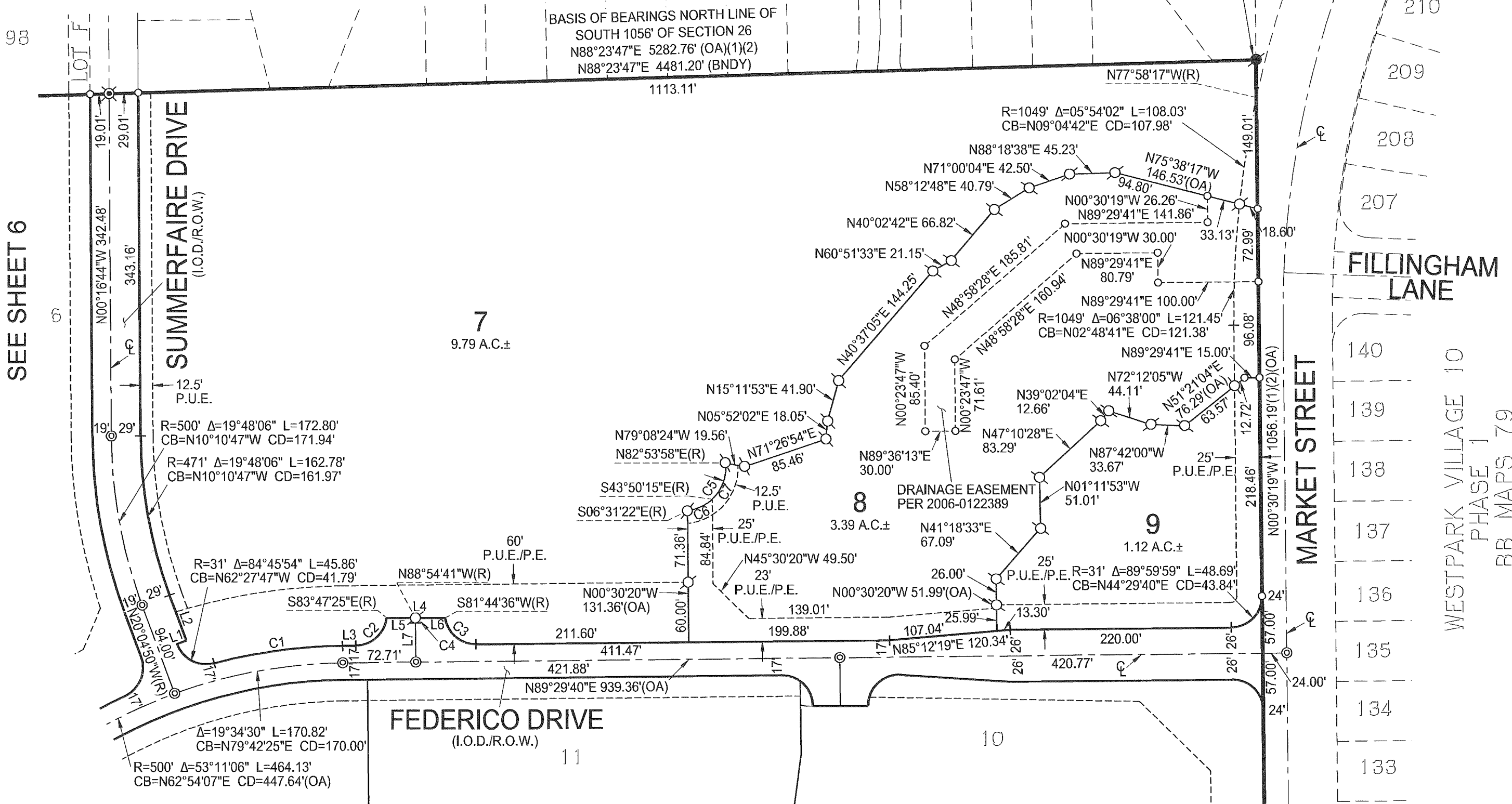
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

WESTBROOK PHASE 1
VILLAGE 25
DD MAPS 78

WESTBROOK PHASE 1
VILLAGE 7B
CC MAPS 90

FD 1/2" REBAR WITH YELLOW
PLASTIC CAP STAMPED "LS 3761",
NO RECORD, N70°E 0.11'(1)(2)

BASIS OF BEARINGS NORTH LINE OF
SOUTH 1056' OF SECTION 26
N88°23'47"E 5282.76' (OA)(1)(2)
N88°23'47"E 4481.20' (BNDY)

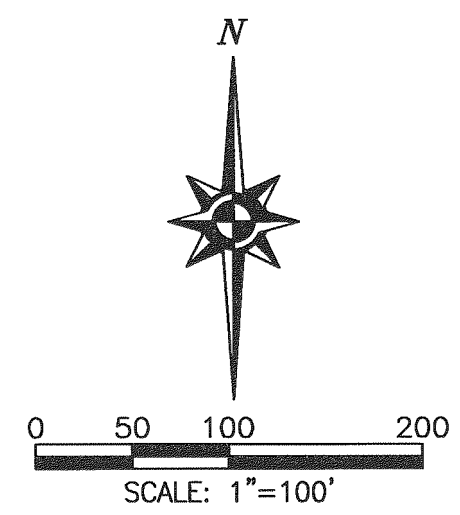


CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

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SHEET 7 OF 23 18254.FED

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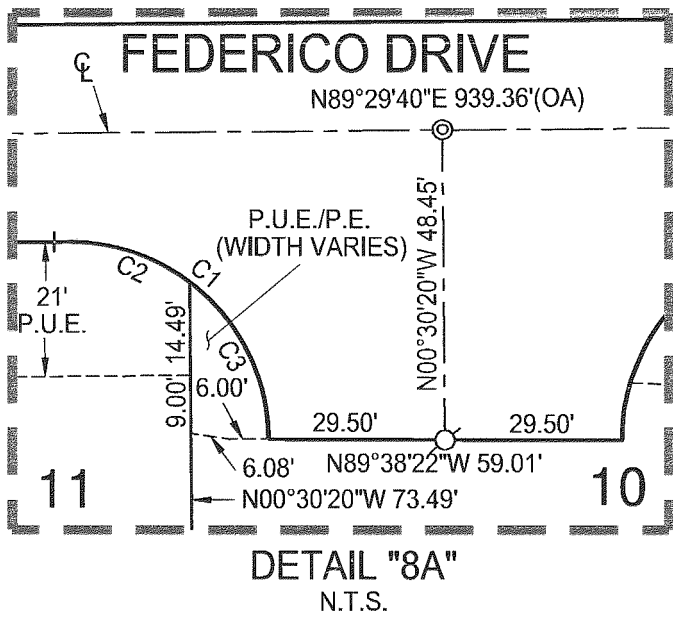
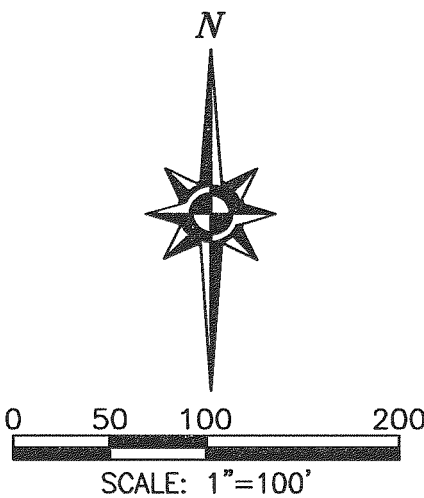
FINAL MAP OF
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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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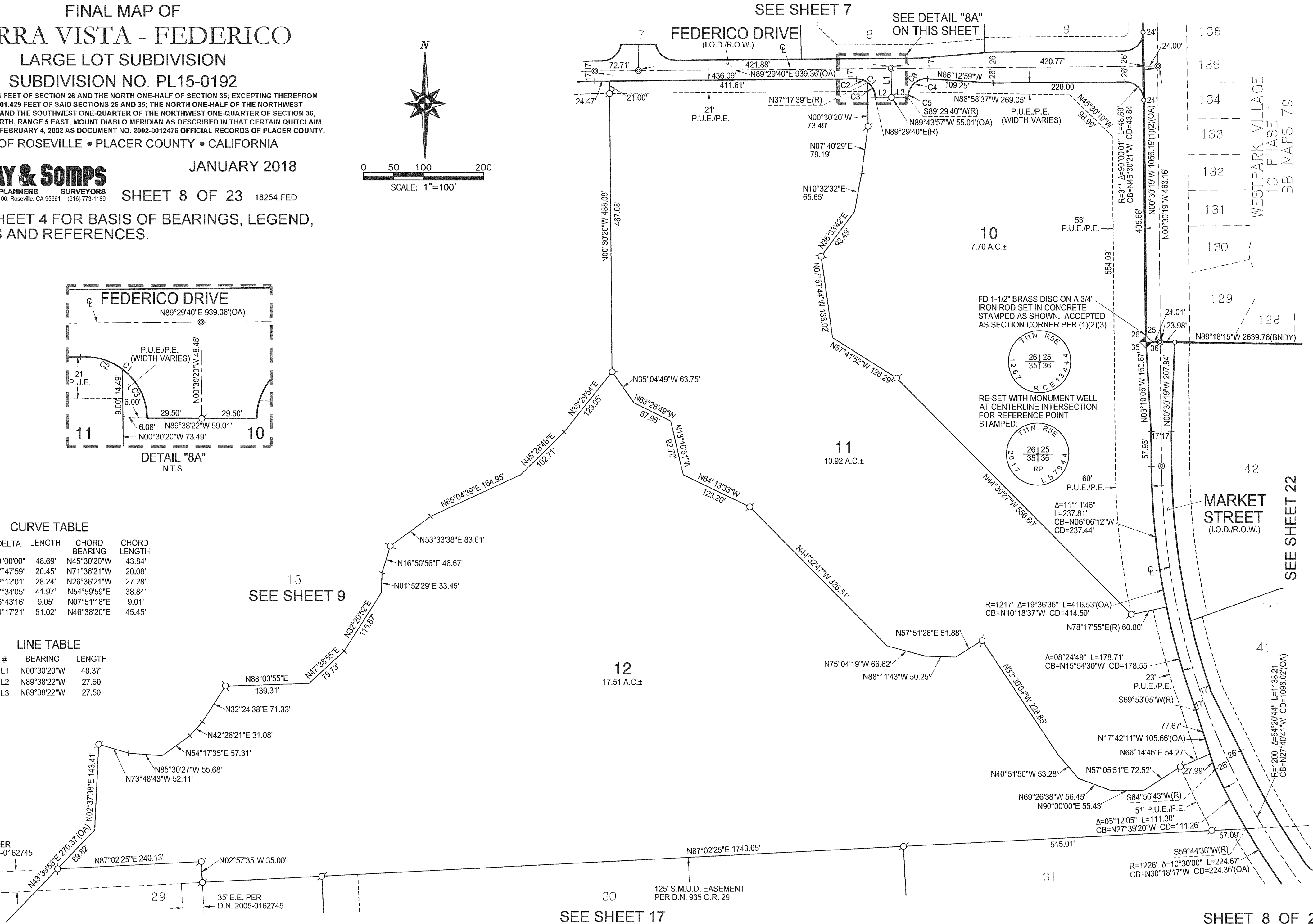
CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N45°30'20"W	43.84'
C2	31'	37°47'59"	20.45'	N71°36'21"W	20.08'
C3	31'	52°12'01"	28.24'	N26°36'21"W	27.28'
C4	31'	77°34'05"	41.97'	N54°59'59"E	38.84'
C5	31'	16°43'16"	9.05'	N07°51'18"E	9.01'
C6	31'	94°17'21"	51.02'	N46°38'20"E	45.45'

LINE TABLE

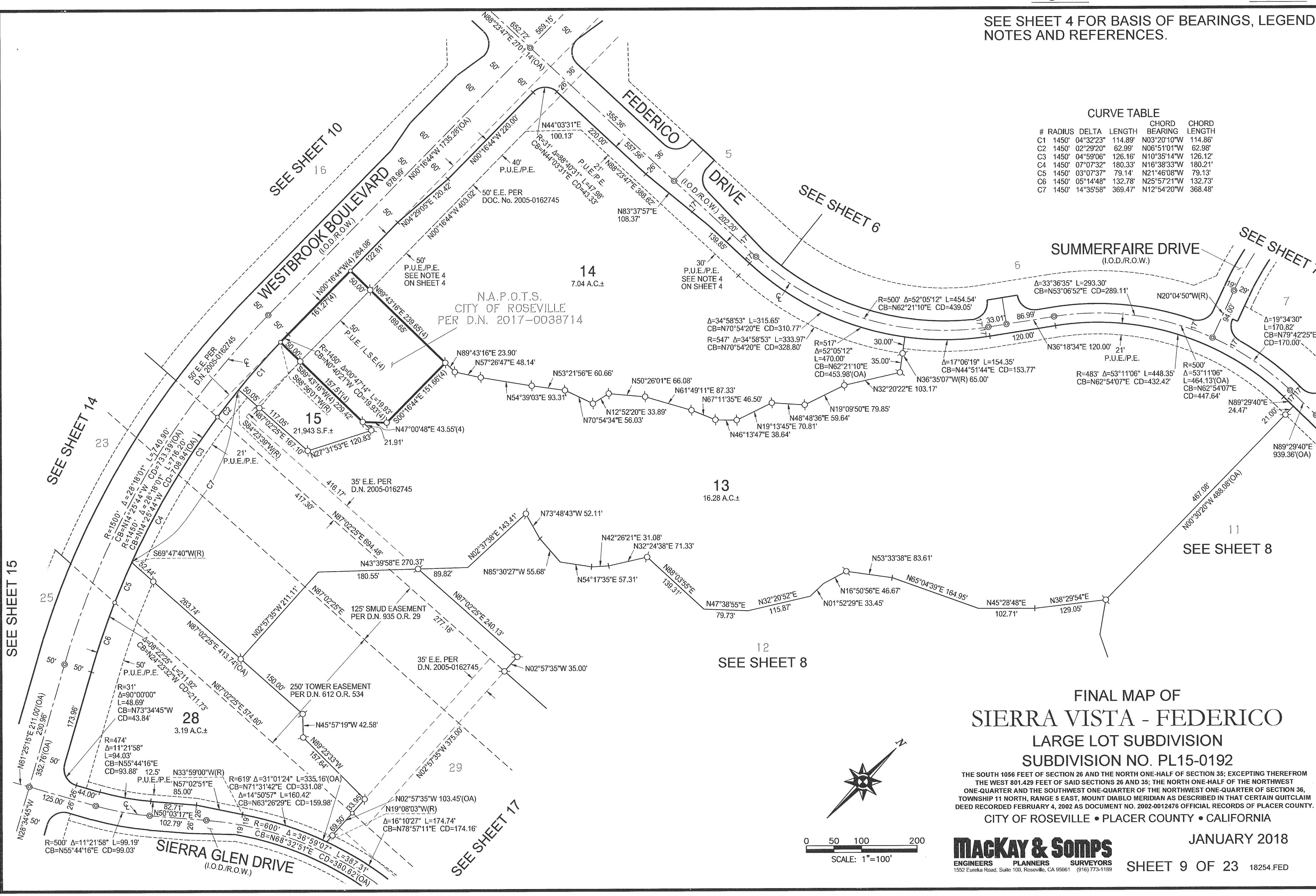
#	BEARING	LENGTH
L1	N00°30'20"W	48.37'
L2	N89°38'22"W	27.50'
L3	N89°38'22"W	27.50'

SEE SHEET 9



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE						
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'	
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'	
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'	
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'	
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'	
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'	
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'	

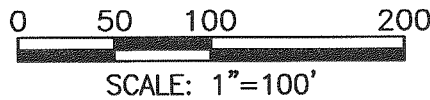
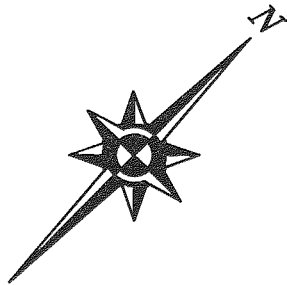


FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

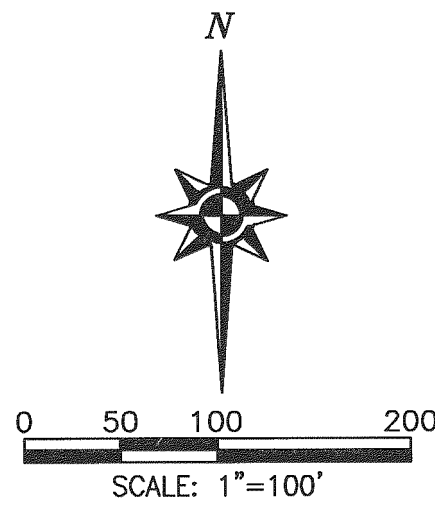
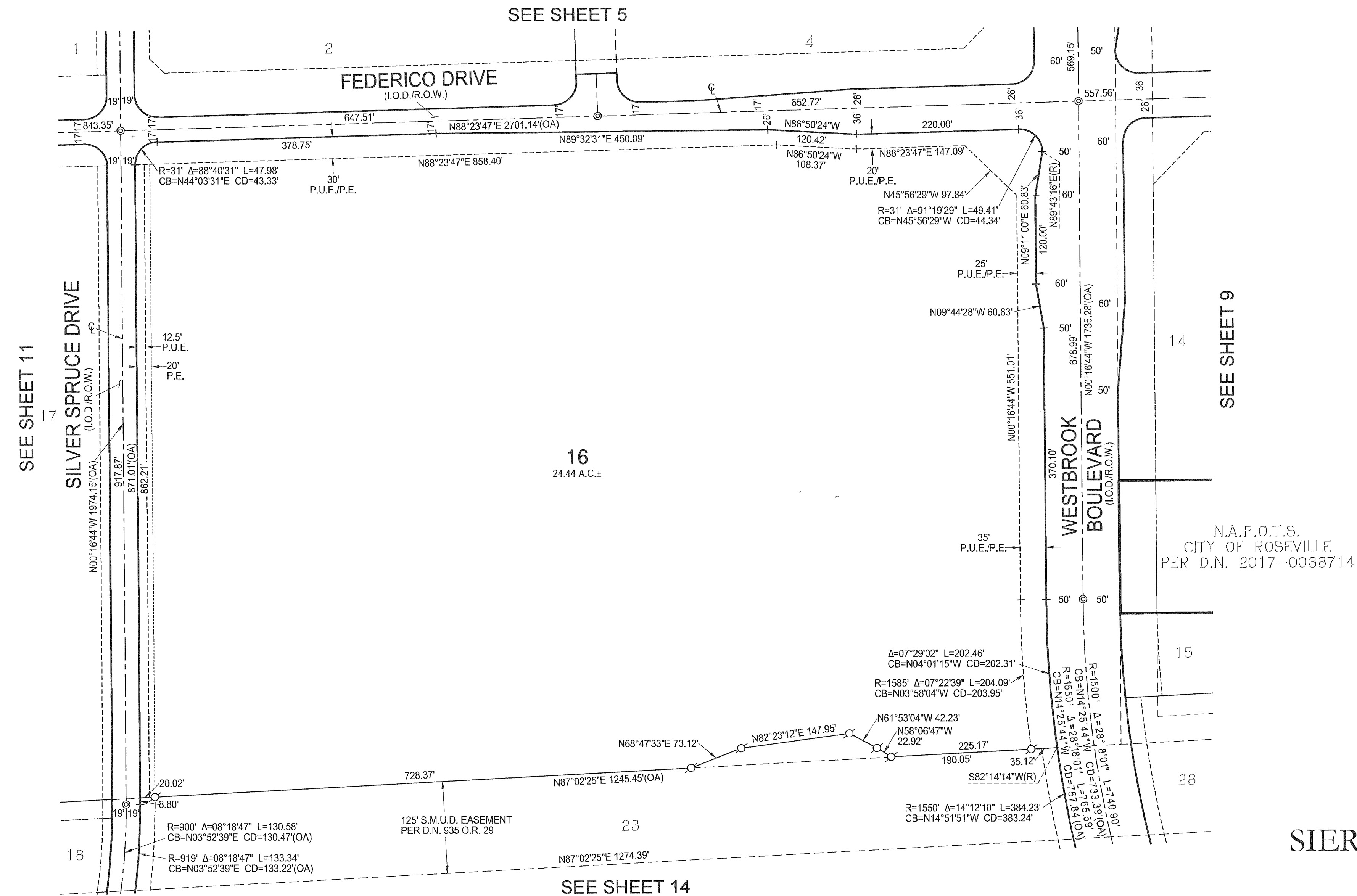
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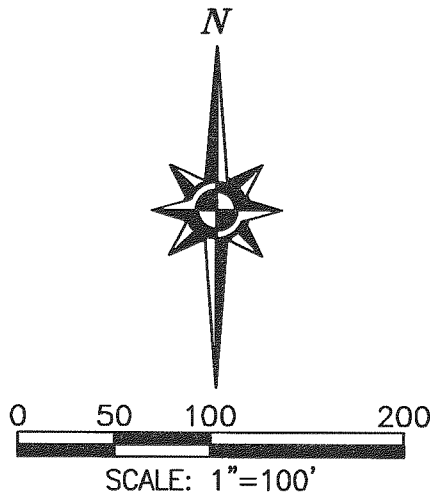
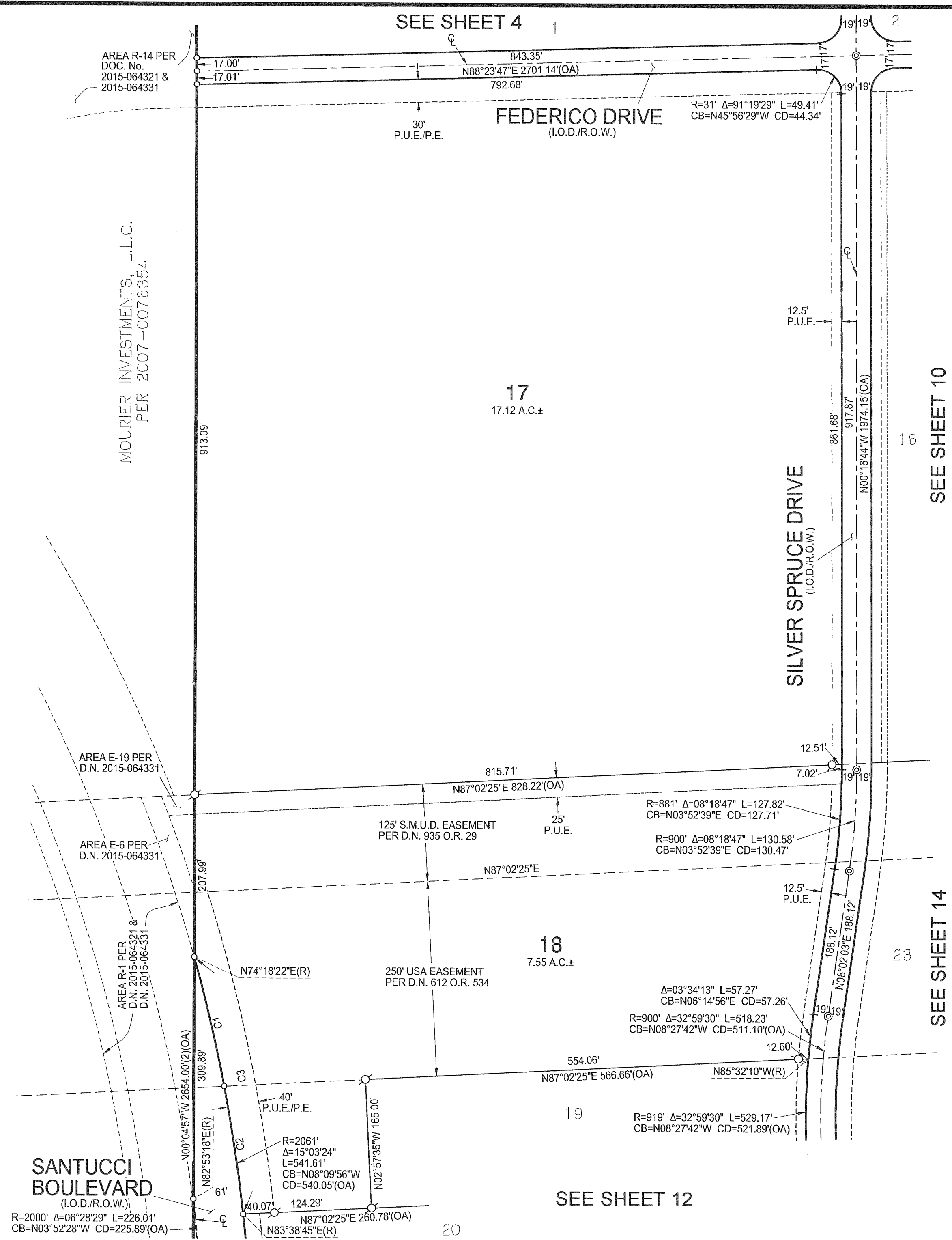
SHEET 10 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.88'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'



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SIERRA VISTA - FEDERICO
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SUBDIVISION NO. PL15-0192

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JANUARY 2018

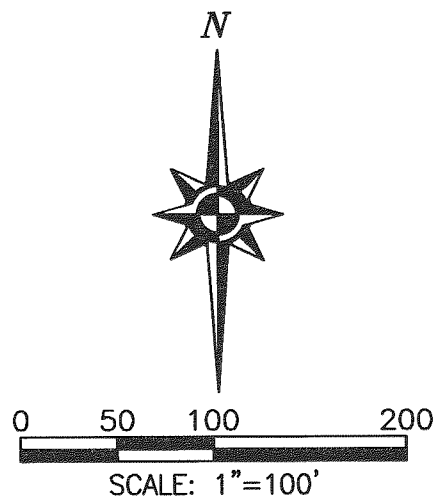
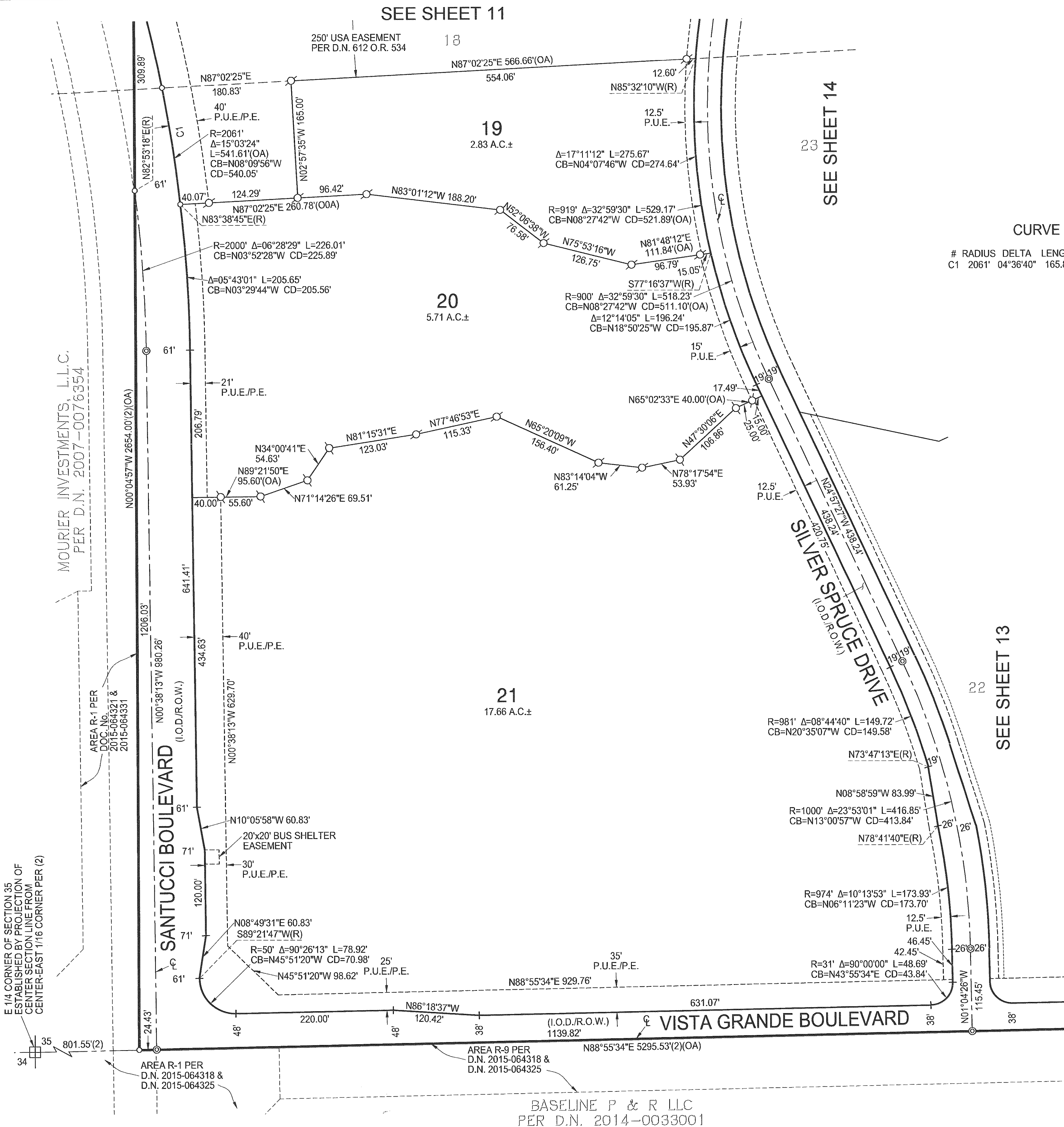
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SHEET 11 OF 23 18254.FED

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CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

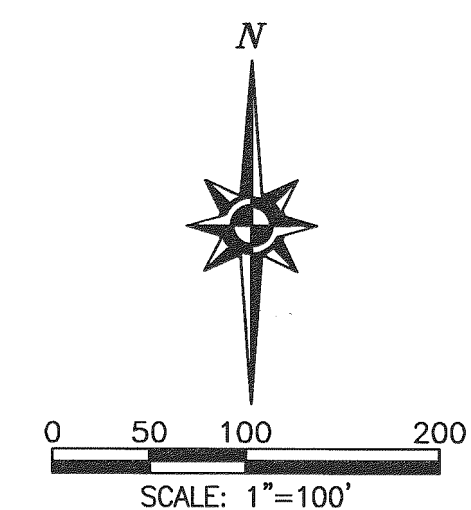
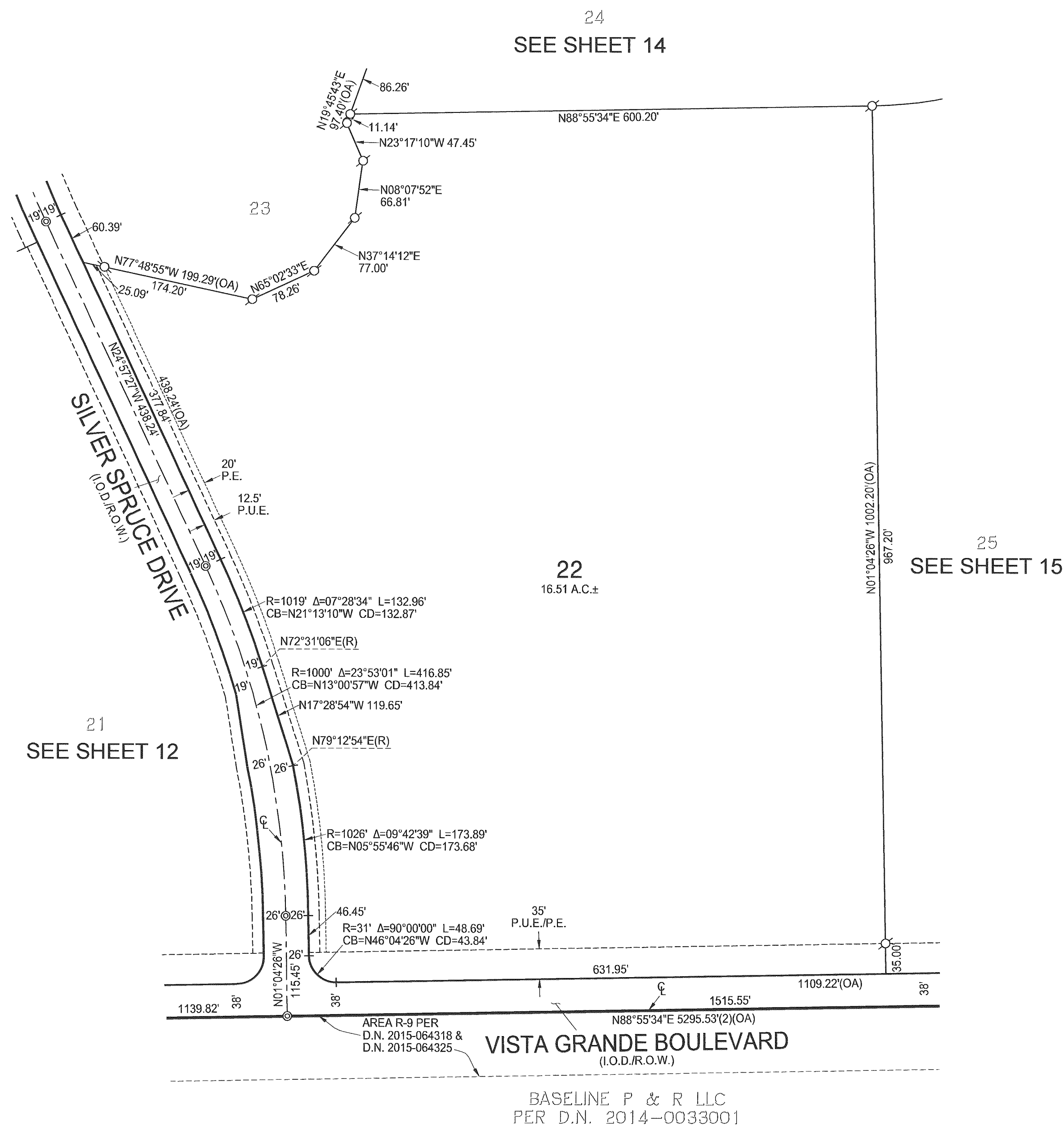
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FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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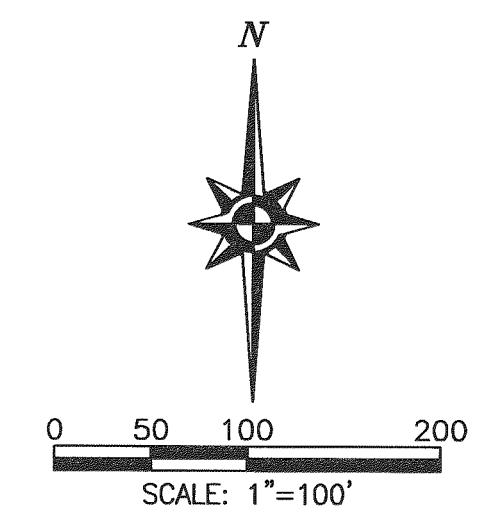
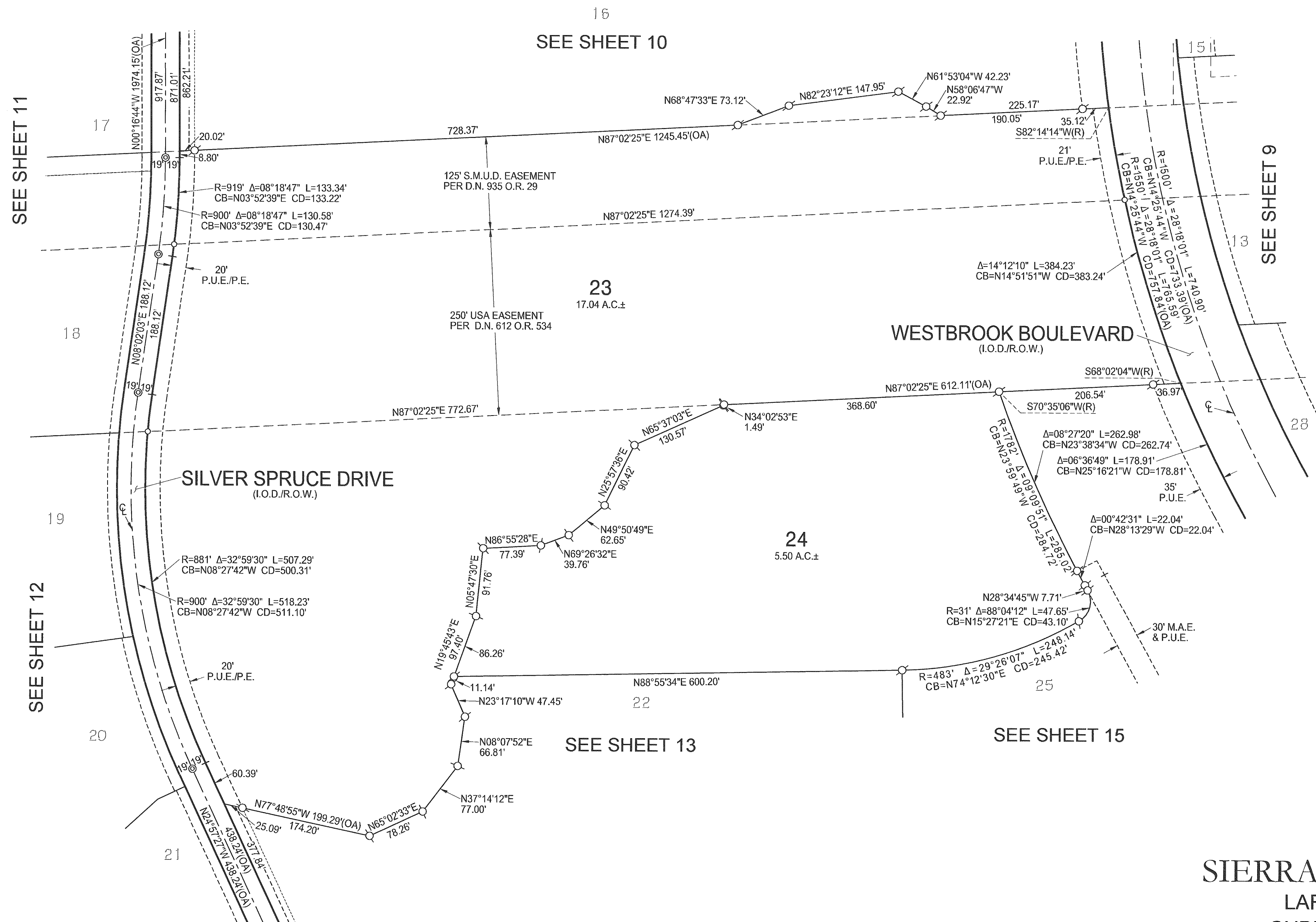
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NOTES AND REFERENCES.



FINAL MAP OF
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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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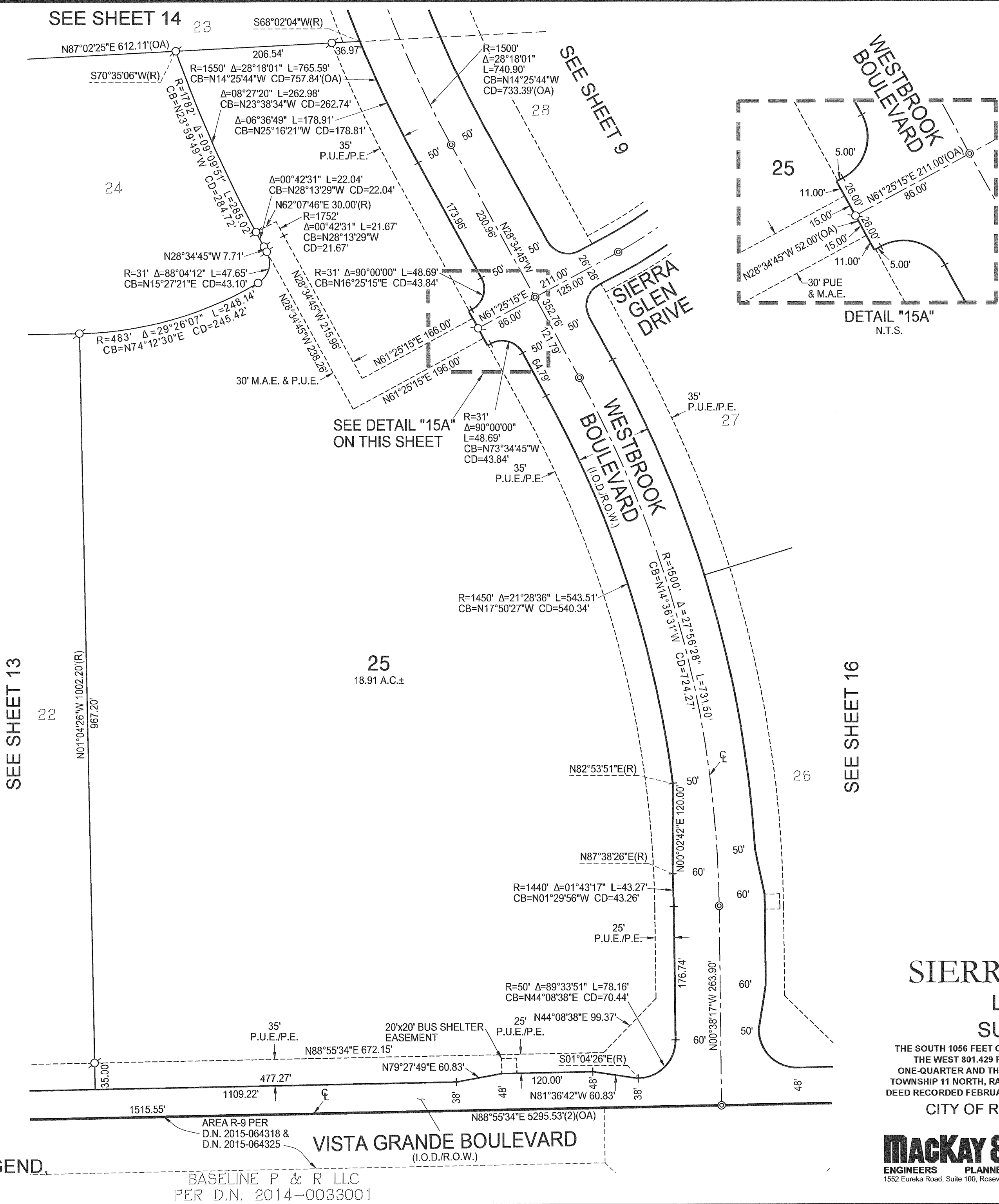
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NOTES AND REFERENCES.

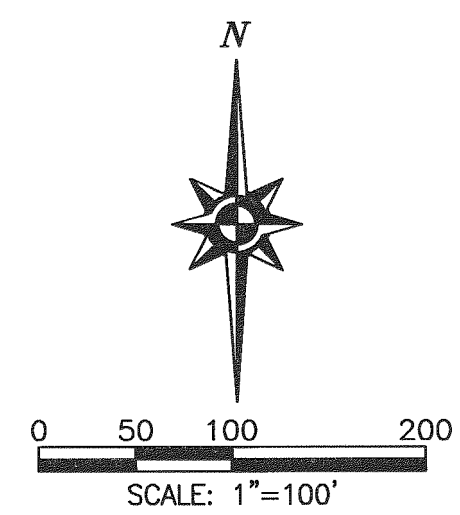
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PER D.N. 2014-0033001

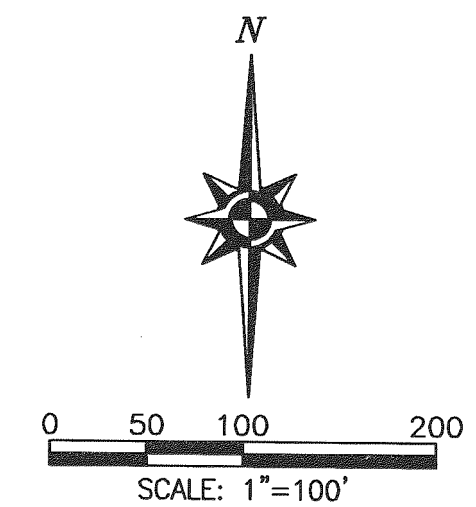


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FINAL MAP OF
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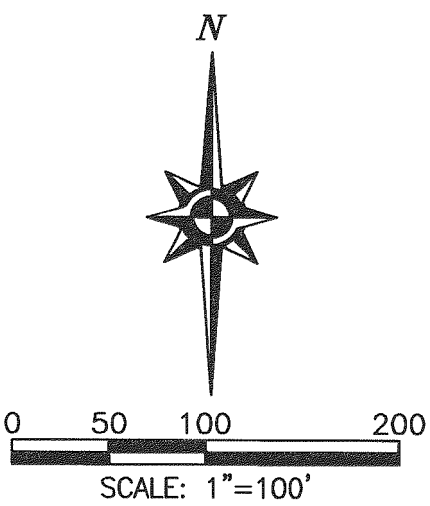
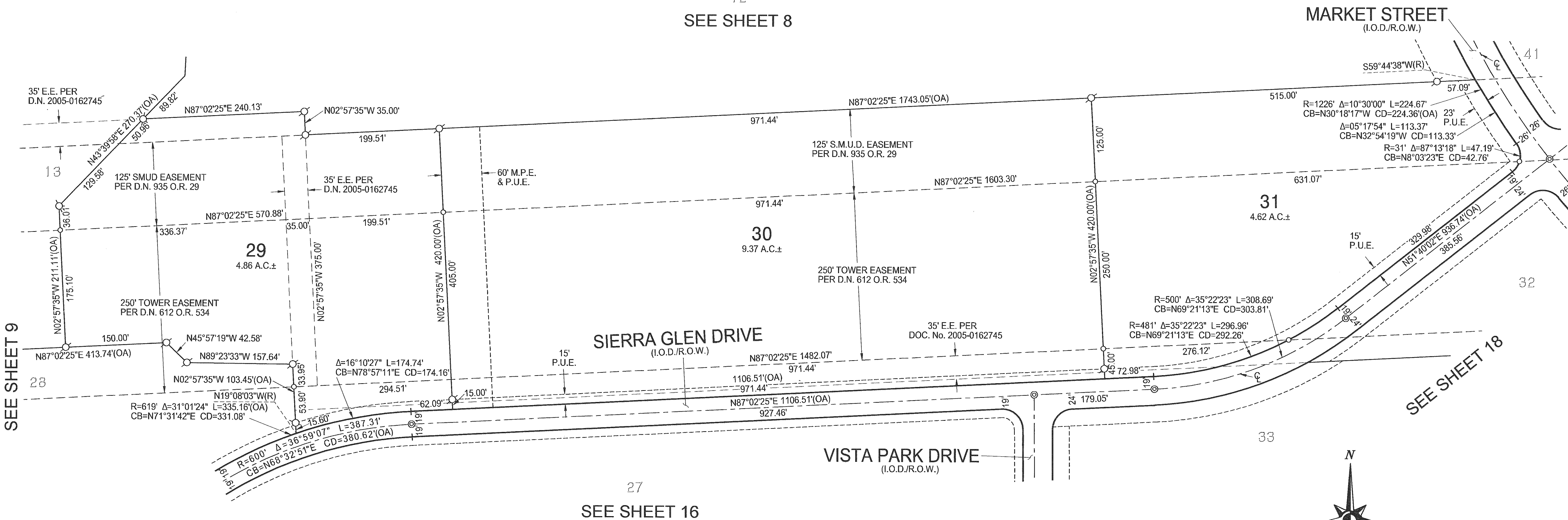
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SEE SHEET 8



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

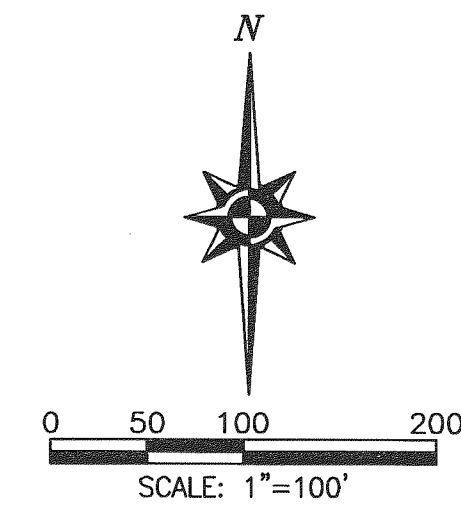
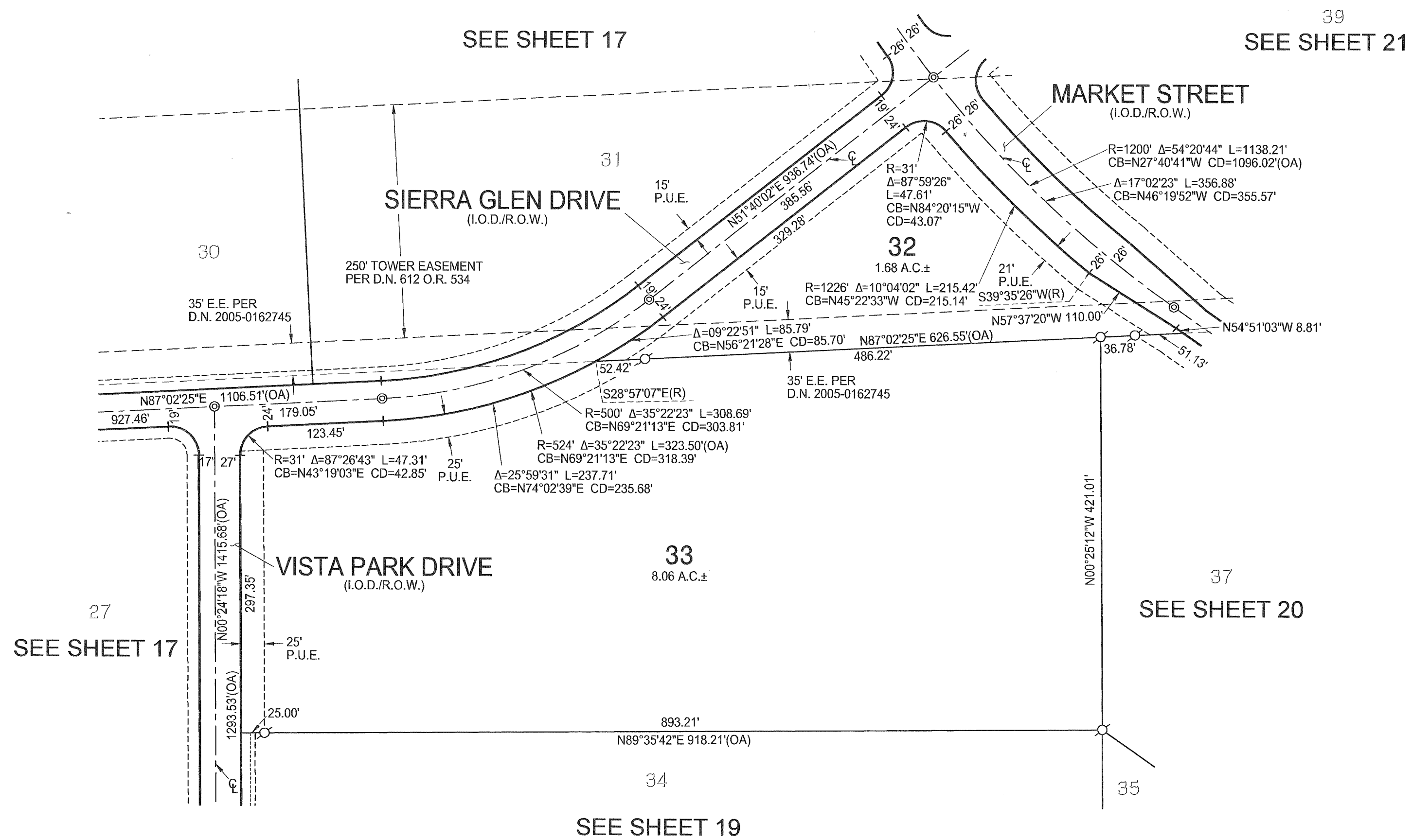
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SHEET 17 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



FINAL MAP OF
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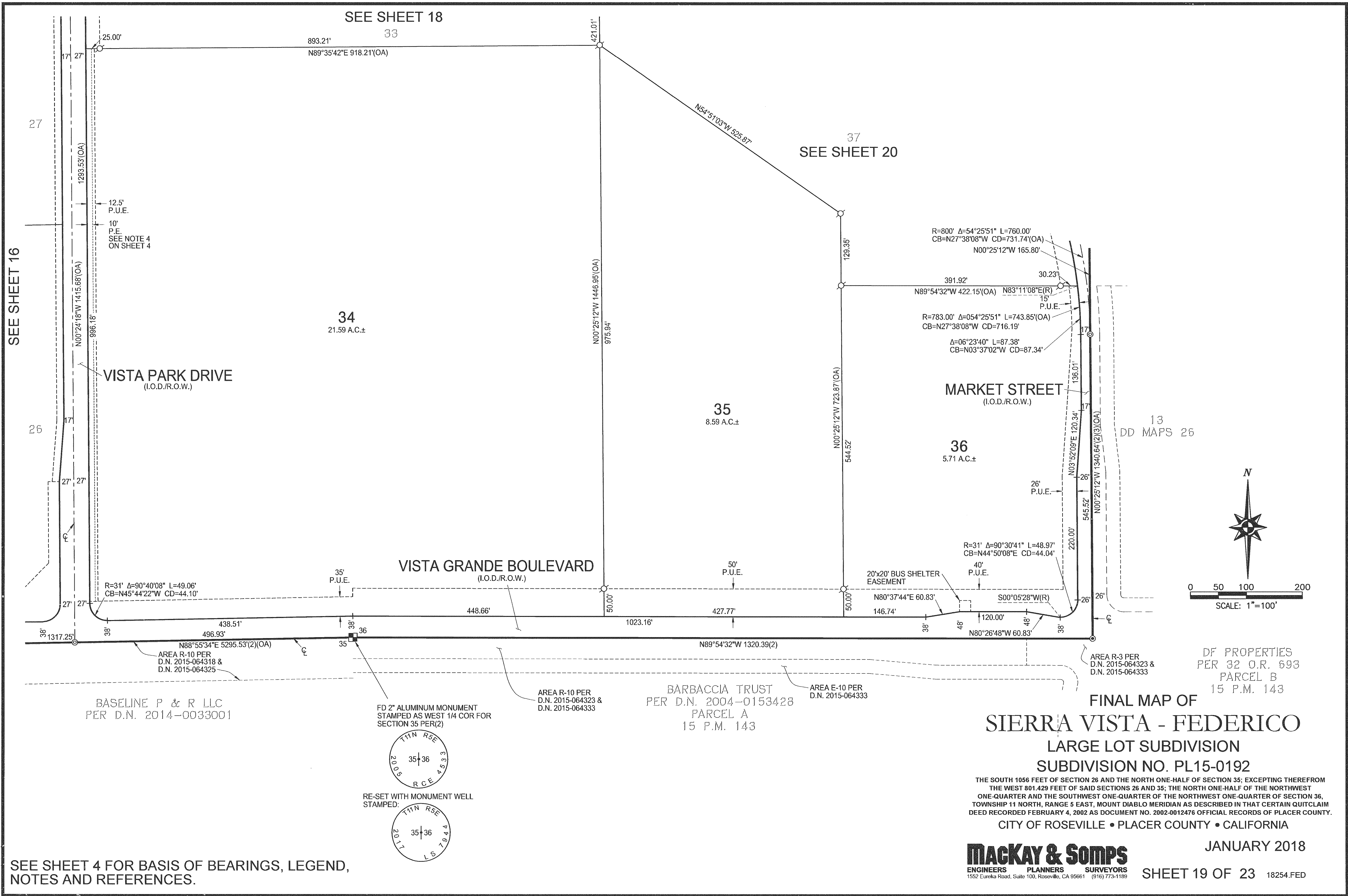
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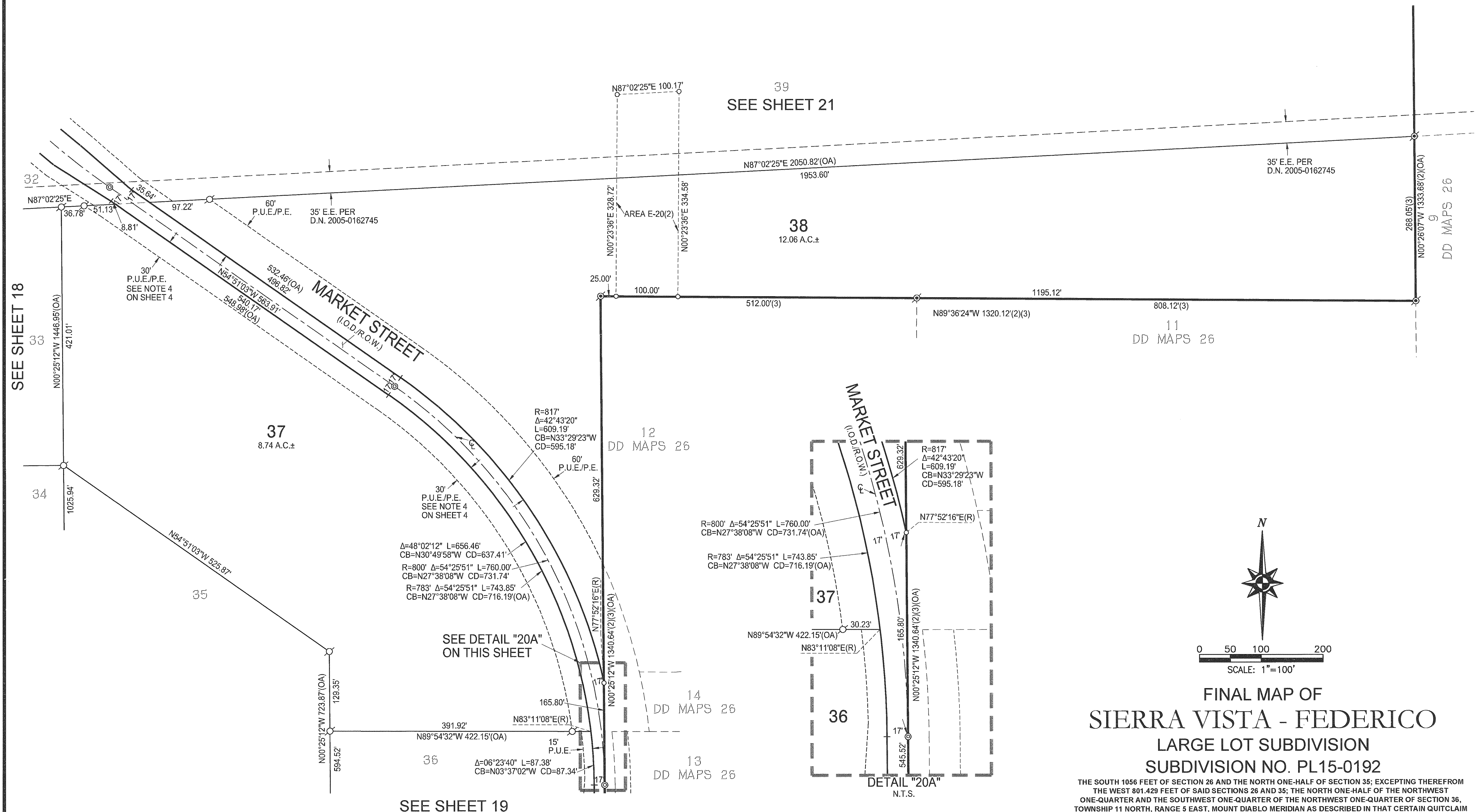
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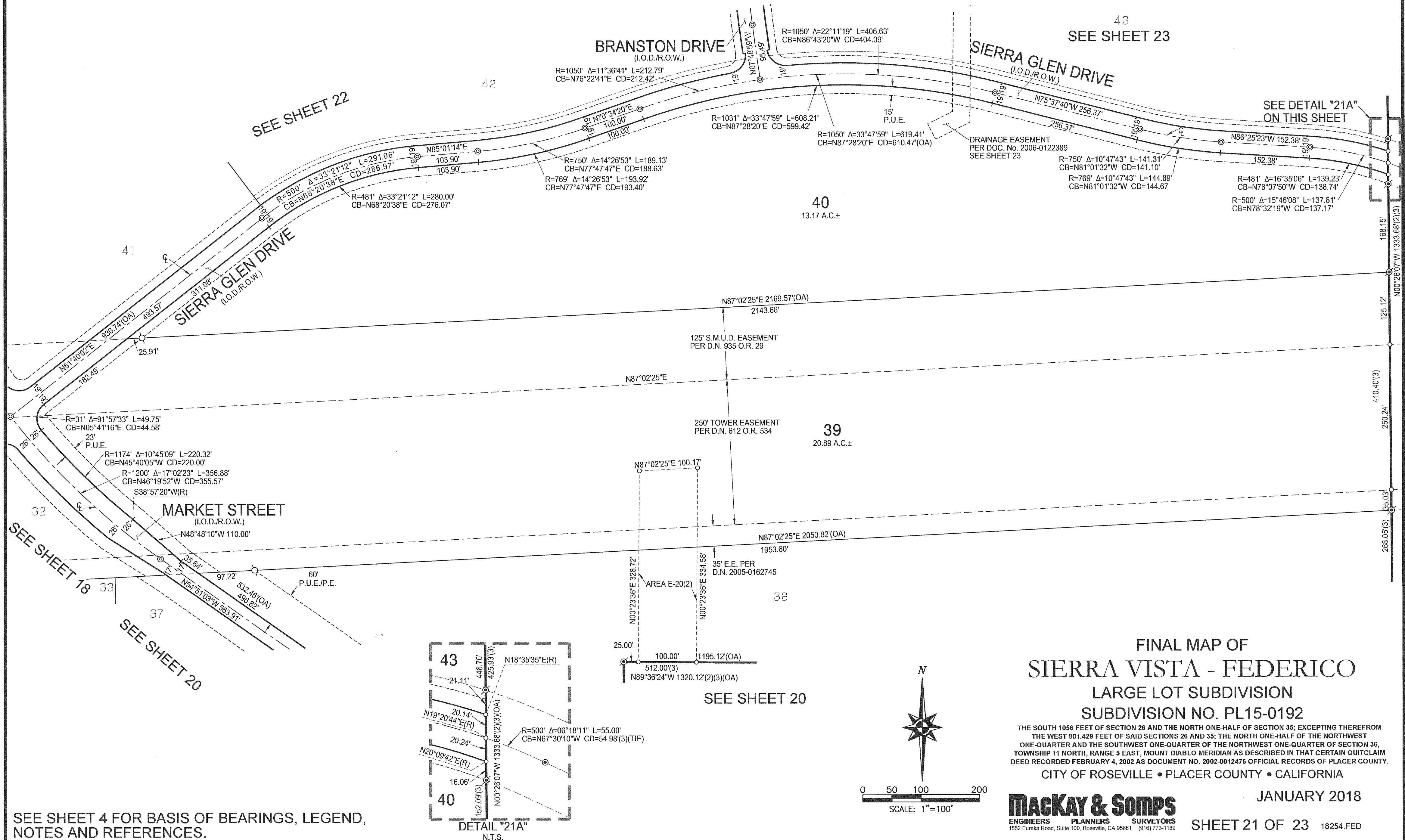




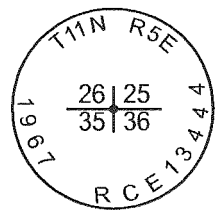
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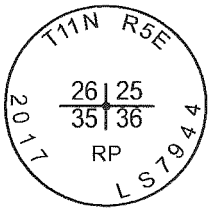
JANUARY 2018
SHEET 20 OF 23 18254.FED



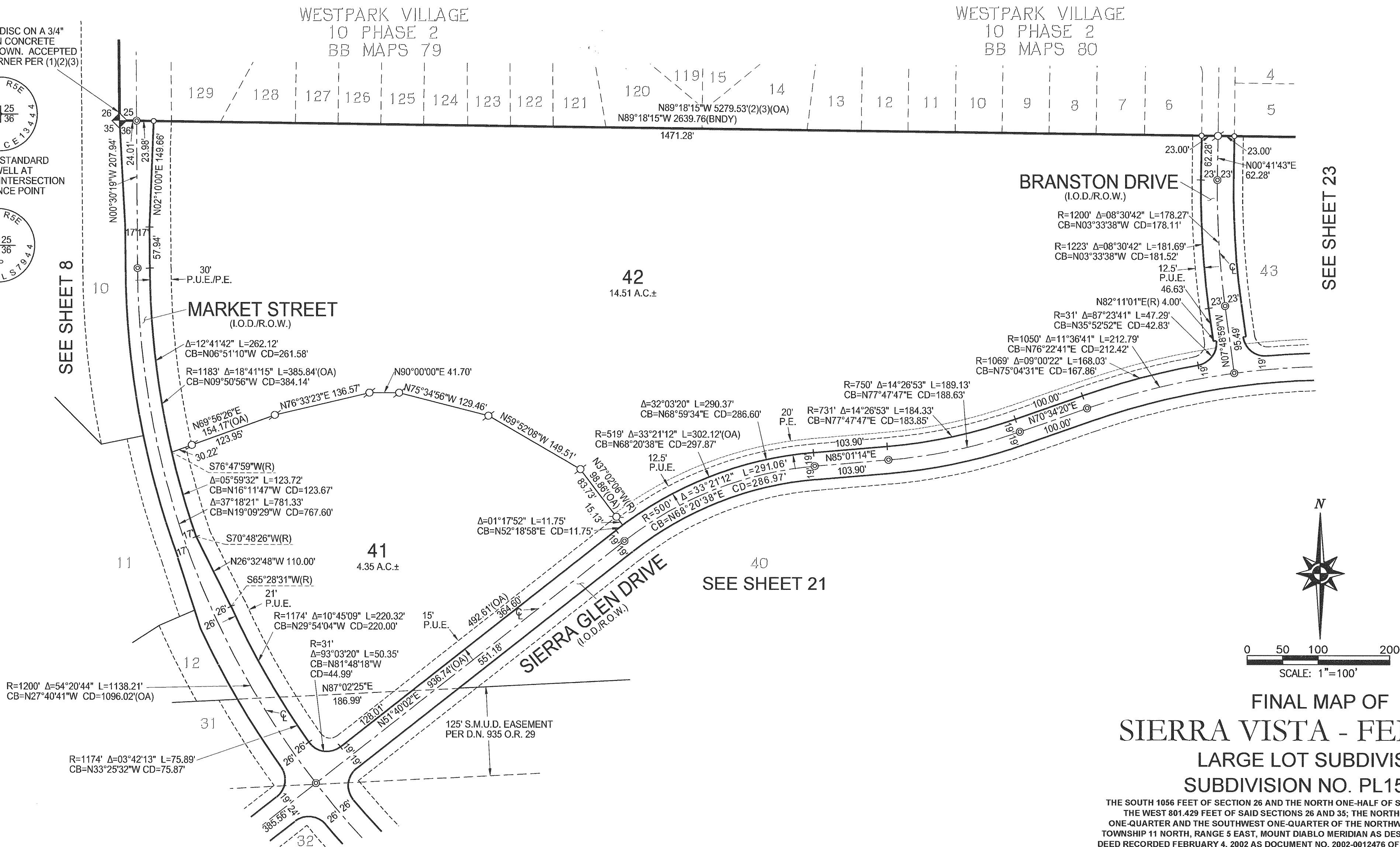
FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)



RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:



SEE SHEET 8



SEE SHEET 23

SEE SHEET 21

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

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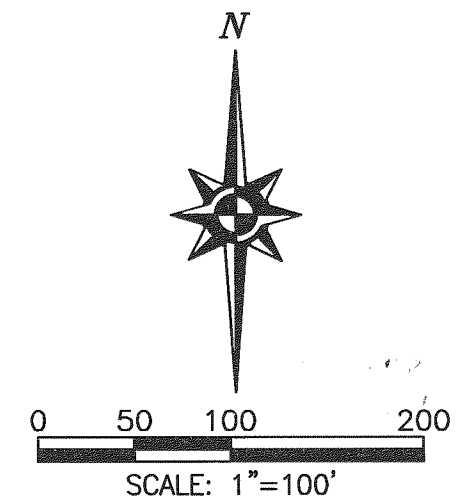
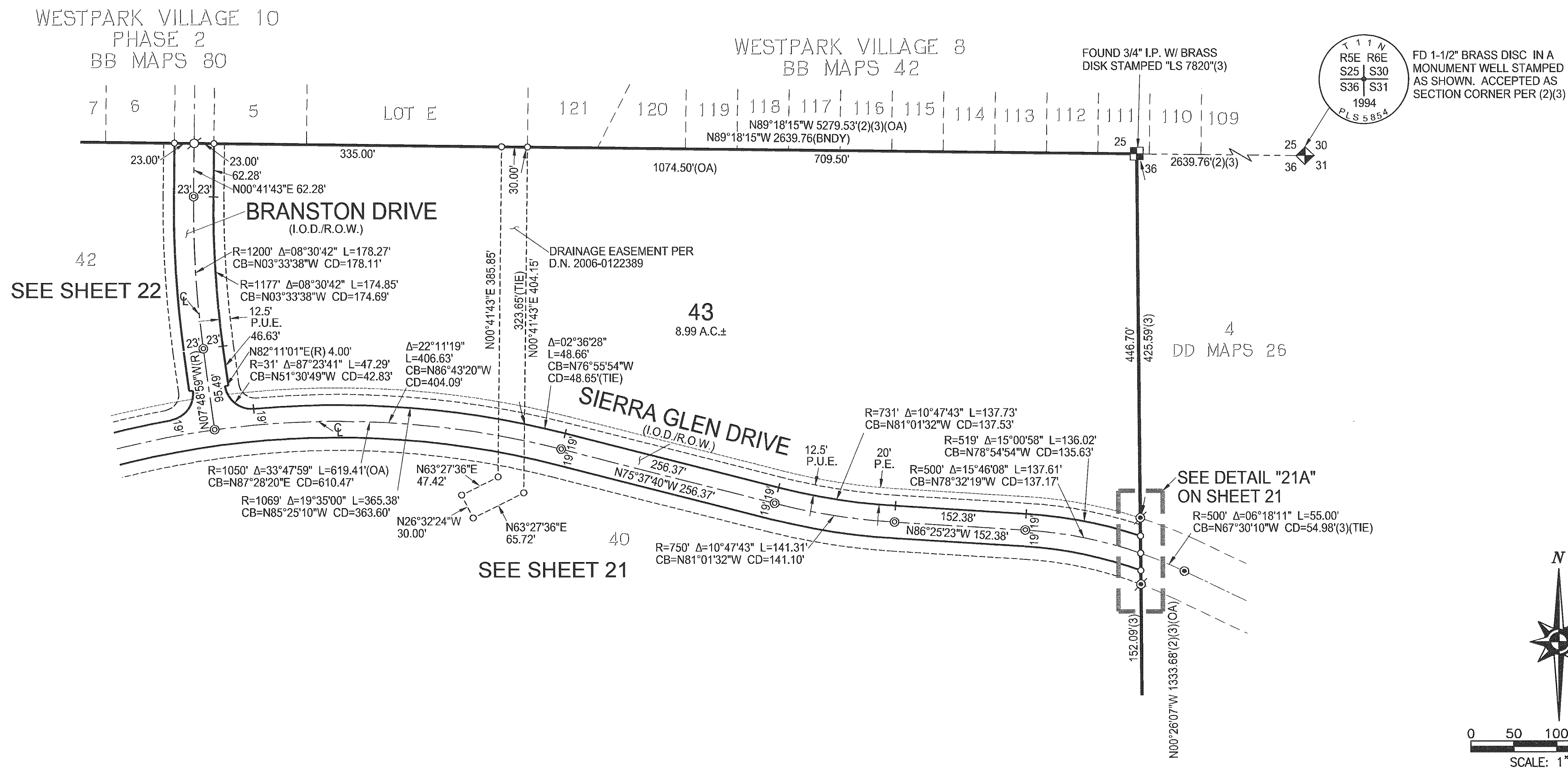
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FINAL MAP OF
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COUNCIL COMMUNICATION

CC #: 3244

File #: 0400-04-12-1

Title: Solaire Phase 6 - Nicole Gee Drive - Phase 2 - Notice of Completion

Contact: Matt Shields 916-223-7901 mshields@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Solaire Phase 6 - Nicole Gee Drive - Phase 2, CWJ # 190760, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

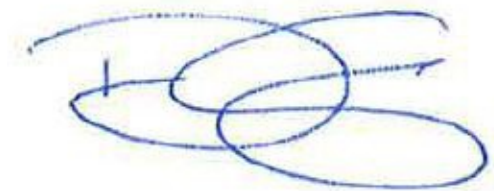
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Shields, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-082

NOC

Exhibit A : Location Map

Final Map

RESOLUTION NO. 24-082

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SOLAIRE PHASE 6 - NICOLE GEE DRIVE - PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Solaire Phase 6 - Nicole Gee Drive - Phase 2 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Solaire Phase 6 - Nicole Gee Drive - Phase 2 recorded in Book EE of Maps, Page 6, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Solaire Phase 6 - Nicole Gee Drive - Phase 2.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Solaire Phase 6 - Nicole Gee Drive - Phase 2 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Hartford Fire Insurance Company #59BSBIU1847.

Marc Stout

City Engineer

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout
City Engineer
City of Roseville

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

State of California)
County of Placer)

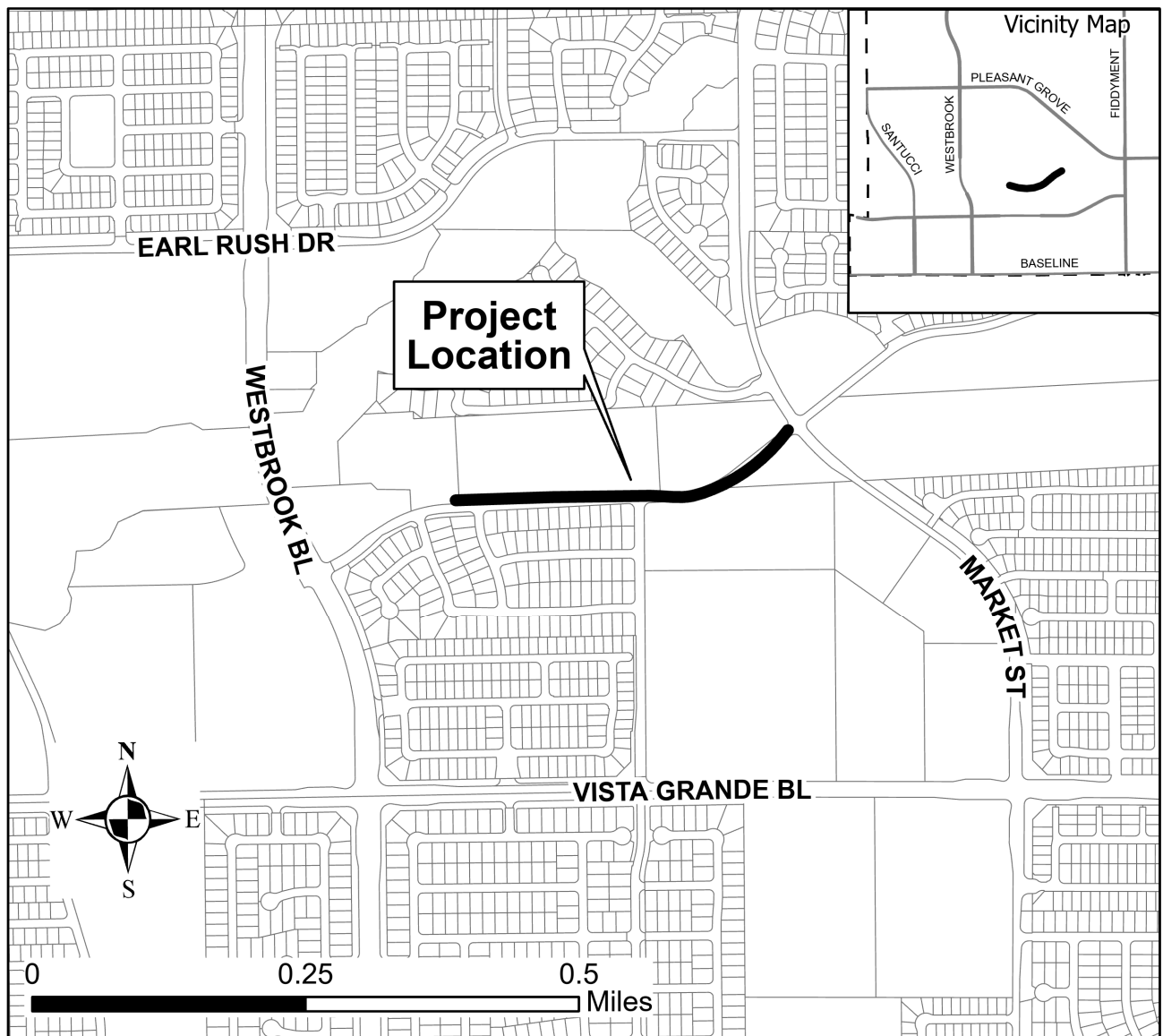
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, Marc Stout
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Solaire Phase 6 Nicole Gee Drive - Phase 2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC UTILITY EASEMENT (P.U.E.) FOR INSTALLATION AND MAINTENANCE OF WATER, SEWER, GAS PIPES, ELECTROLIERS , TRAFFIC CONTROL APPURTENANCES, AND FOR POLES AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC POWER THAT IS LIMITED BY THIS EASEMENT TO A MAXIMUM OF 13,000 VOLTS, AND TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE SIDELINES OF THE RIGHTS OF WAY AND THE LINES DELINEATED P.U.E., LOCATED ON LOT 34.
- (C) PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT).
- (D) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
- (E) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, WESTBROOK BOULEVARD, BRANSTON DRIVE, FEDERICO DRIVE, SIERRA GLEN DRIVE, SUMMERFAIRE DRIVE, SILVER SPRUCE DRIVE, VISTA PARK DRIVE, MARKET STREET AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.
- (B) LOT 28 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A FIRE STATION.
- (C) LOTS 8, 11, 13, 20, 23, 29, 30, 31, 32, 39 AND 40 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.
- (D) LOTS 3, 9, 24 AND 33 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK PURPOSES.
- (E) LOT 34 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.
- (F) LOT 19 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A WATER TREATMENT/ WELL SITE.
- (G) LOT 15 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A RECYCLING CENTER.

FEDERICO/TYLER FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP
BY: THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: Leonard A. Federico
LEONARD A. FEDERICO,
TRUSTEE OF THE JAMES A. FEDERICO AND GRACE R. FEDERICO FAMILY REVOCABLE TRUST, AS AMENDED AND RESTATED IN 2005, GENERAL PARTNER

BY: Leonard A. Federico
LEONARD A. FEDERICO,
GENERAL PARTNER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Fresno

ON December 21, 2017 BEFORE ME, Pauline J. Moore, Notary Public,

PERSONALLY APPEARED Leonard A. Federico
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) 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.

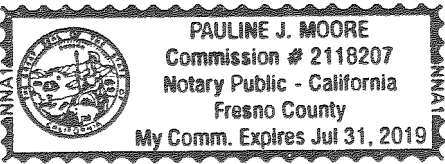
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND and official Seal.

Pauline J. Moore Pauline J. Moore
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Fresno COUNTY

MY COMMISSION EXPIRES: July 31, 2019 MY COMMISSION NUMBER: 2118207



SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 15, 19 & 28 AS DEDICATED TO THE CITY ON THE MAP OF SUBDIVISION NO. PL15-0192, SIERRA VISTA FEDERICO LARGE LOT SUBDIVISION, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: FEDERICO / TYLER FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP

ADDRESS: 2144 SHEILAH WAY
SACRAMENTO, CA 95822

SURVEYOR'S STATEMENT

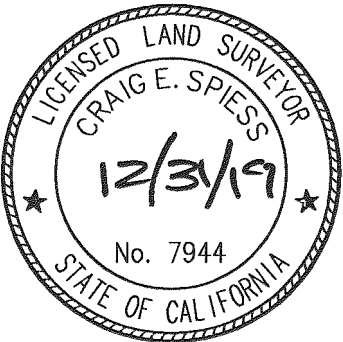
THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MOURIER INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND WESTPARK SIERRA VISTA LLC, IN NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Craig E. Spiess

CRAIG E. SPIESS, PLS 7844
EXPIRATION DATE: DECEMBER 31, 2019

DATE: 12/14/17



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 1/10/18

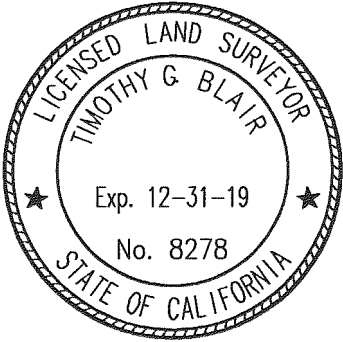
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 1/10/18

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION AND EASEMENT LISTED HEREON WITHIN NOTE 5 ON SHEET 4.

CITY CLERK, CITY OF ROSEVILLE
DATE: 01/11/18 BY: Assistant City Clerk
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16th DAY OF February, 2018, AT 9:36 A.M. IN BOOK EE OF MAPS, AT PAGE 6, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2018-0010061
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: A. Mch FEE: \$ 149.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 1 OF 23 18254.FED

OWNER'S STATEMENT CONTINUED

BY: Anna J. Starks
ANNA J. STARKS,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC
PERSONALLY APPEARED ANNA J. STARKS
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
Sandra Lessard SANDRA LESSARD
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY
MY COMMISSION EXPIRES: OCT 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Gary J. Federico
GARY J. FEDERICO
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC
PERSONALLY APPEARED GARY J. FEDERICO
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
Sandra Lessard SANDRA LESSARD
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY
MY COMMISSION EXPIRES: OCT 18, 2020 MY COMMISSION NUMBER: 2165215

BY: Janet M. Wright
JANET M. WRIGHT,
GENERAL PARTNER
Federico/Tyler Family Limited Partnership

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

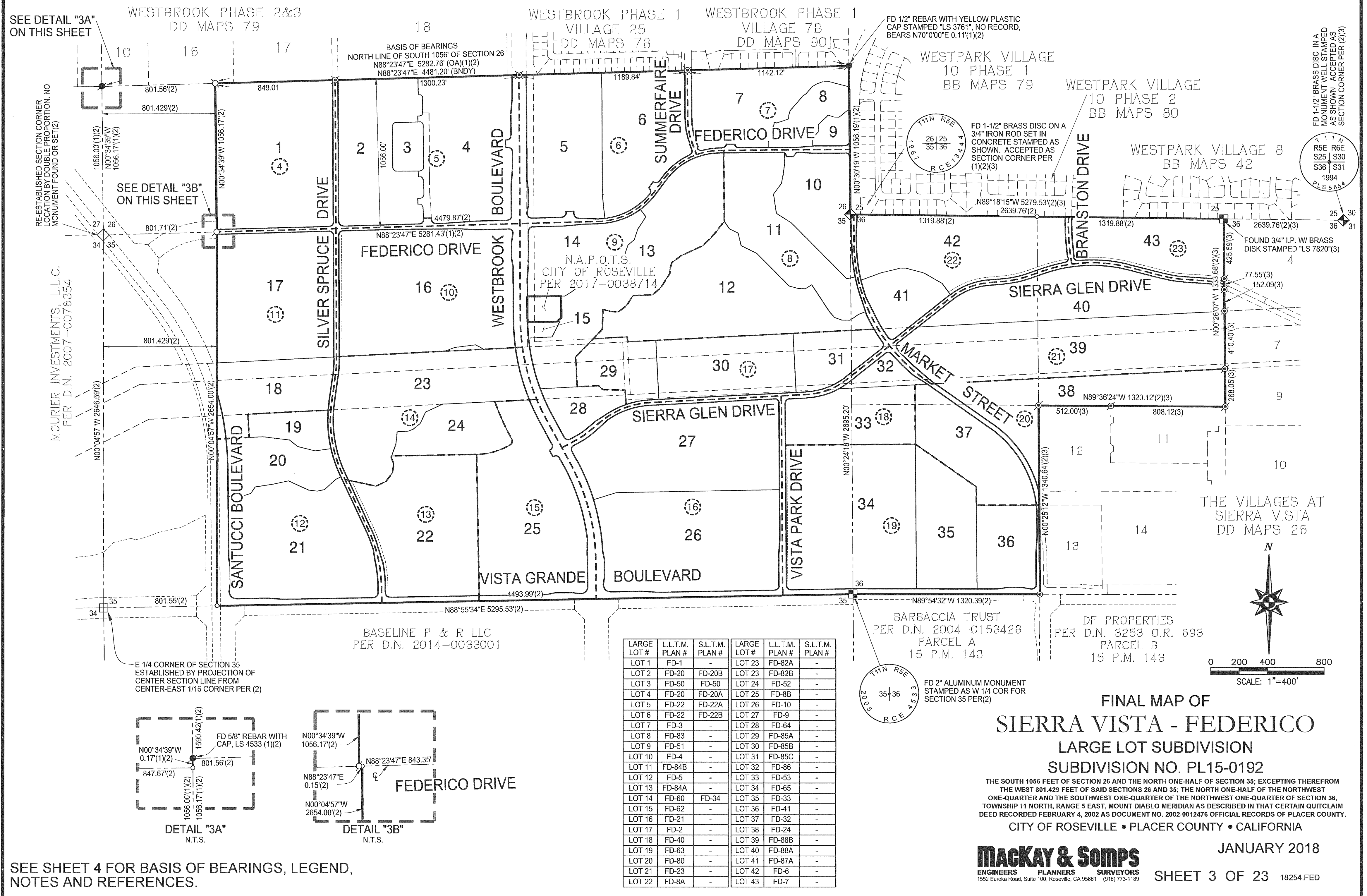
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JAN 4, 2018 BEFORE ME, SANDRA LESSARD, NOTARY PUBLIC
PERSONALLY APPEARED JANET M. WRIGHT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY 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
Sandra Lessard SANDRA LESSARD
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY
MY COMMISSION EXPIRES: OCT 18, 2020 MY COMMISSION NUMBER: 2165215

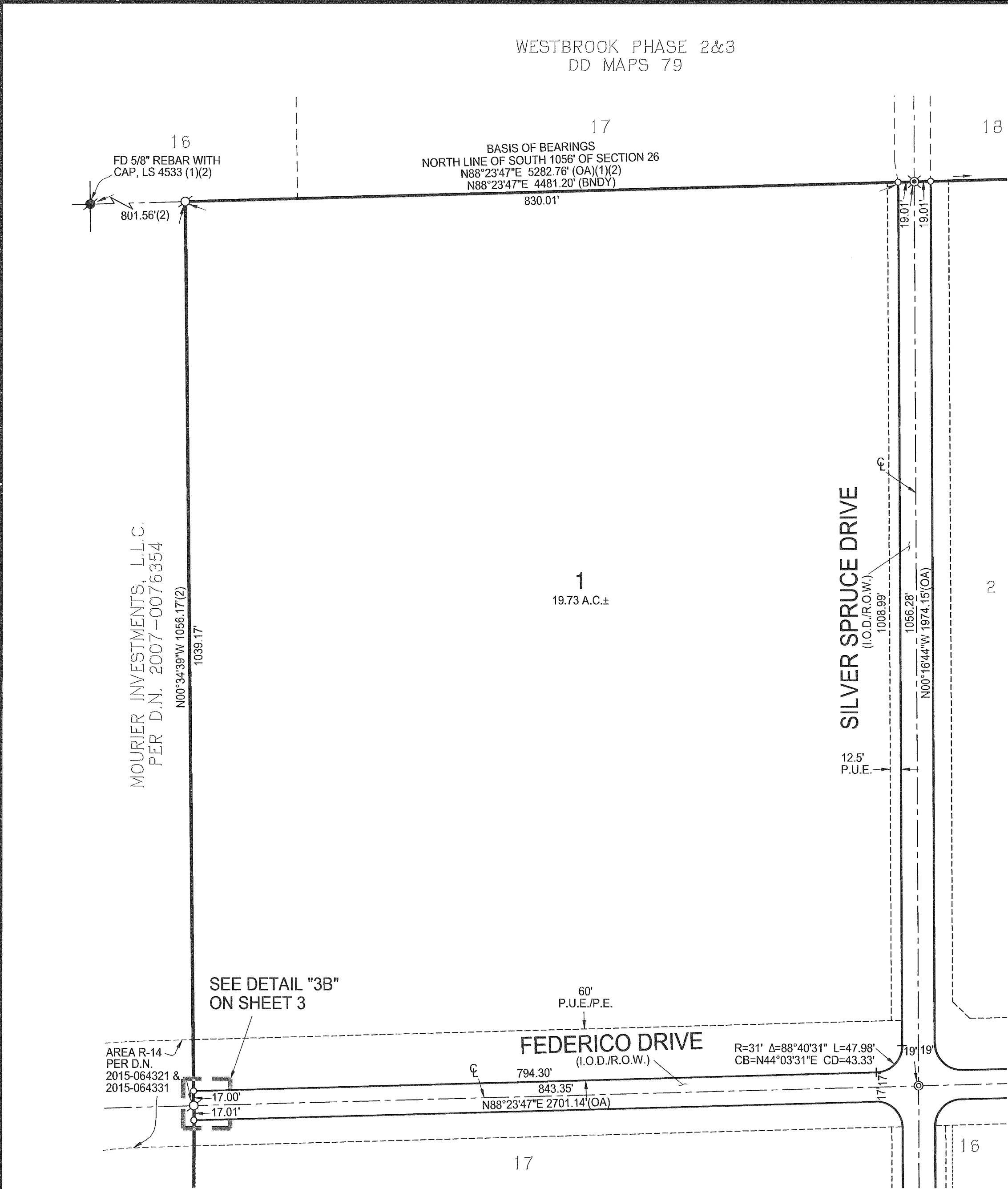
FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JANUARY 2018





LEGEND

- FOUND SECTION CORNER AS NOTED
- SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- QUARTER SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND MONUMENT AS NOTED
- FOUND 2" DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL.(3)
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- FOUND 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"(3)
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
- DIMENSION POINT (NOTHING FOUND OR SET)
- AC. ACRES
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- E.E. ELECTRICAL EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- M.A.E. MAINTENANCE ACCESS EASEMENT
- NAPOTS NOT A PART OF THIS SURVEY
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R.O.W. RIGHT OF WAY
- S.F. SQUARE FEET
- S.L.T.M. SMALL LOT TENTATIVE MAP
- S.M.U.D. SACRAMENTO MUNICIPAL UTILITY DISTRICT
- L.L.T.M. LARGE LOT TENTATIVE MAP
- () DENOTES RECORD INFORMATION
- (1) SHEET INDEX

NOTES:

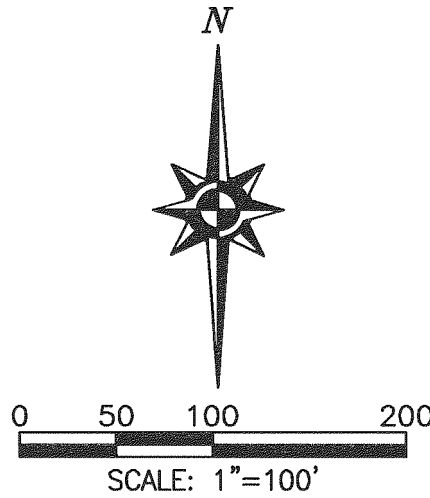
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
- TOTAL AREA FOR THIS SUBDIVISION IS 505.05± ACRES, CONSISTING OF 43 LARGE LOTS.
- THE EASEMENT FOR TEMPORARY INGRESS / EGRESS EASEMENT GRANTED TO FRANK T. CHAN, TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003, ET AL. IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORDS OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON.
- THE CITY WILL NOT BE MAINTAINING LANDSCAPING ON LOTS 14, 34 & 37 SHOWN HEREON.
- PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
 - A. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - B. AREA O-7, O-8, O-9, O-10, O-11, O-12 AND O-13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - C. AREA PQP-2, PQP-3, PQP-4 AND PQP-5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064322, OFFICIAL RECORDS PLACER COUNTY.
 - D. AREA E-6, E-7, E-8, E-12, E-17 AND E-19 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
 - E. AREA R-1, R-2, R-3, R-9, R-10, R-13, R-14, R-15 AND R-16 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064332, OFFICIAL RECORDS PLACER COUNTY.
 - F. A PORTION OF THAT CERTAIN DRAINAGE EASEMENT SHOWN AS SHOWN PARCEL 2 AND DESCRIBED IN EXHIBIT "B-1 AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 14, 2006 IN DOCUMENT NO. 2006-0122389, OFFICIAL RECORDS PLACER COUNTY, NOT SHOWN WITHIN LOT 7.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF THE SOUTH 1056.00' OF SECTION 26 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- CC MAPS 85
- 22 R.S. 135
- DD MAPS 26
- DOC. NO. 2017-0038714



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

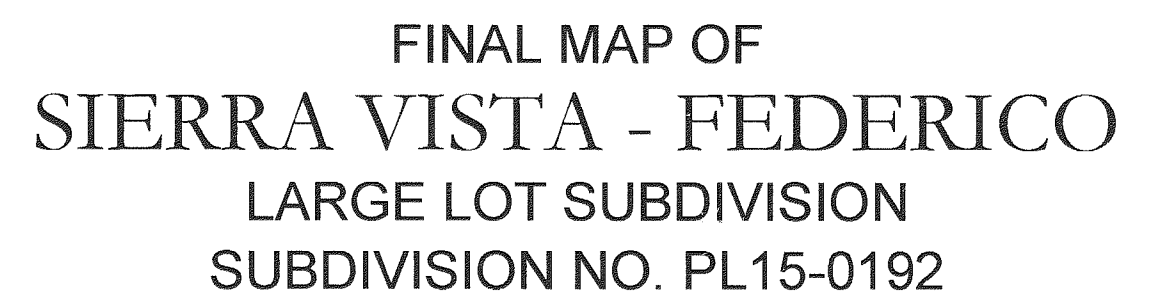
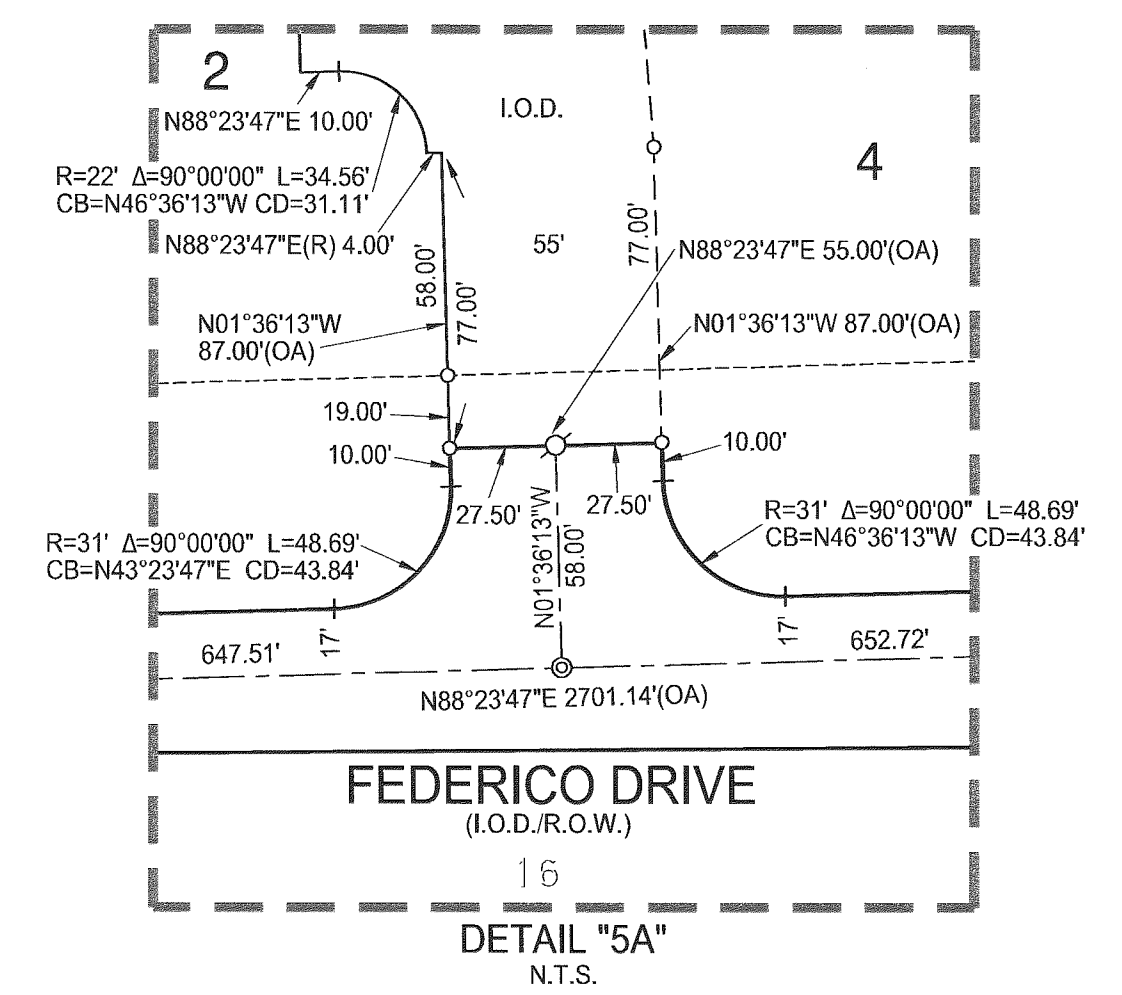
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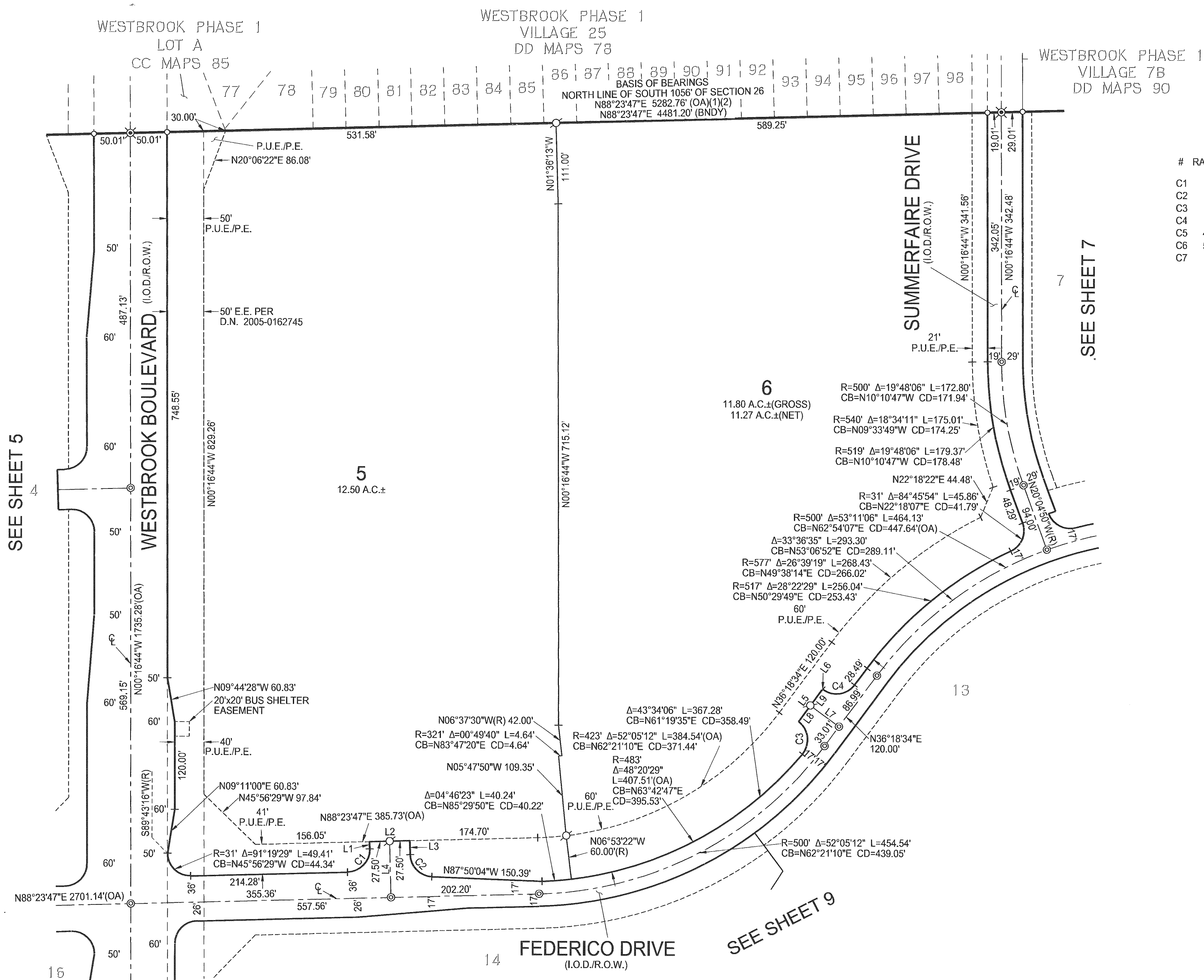


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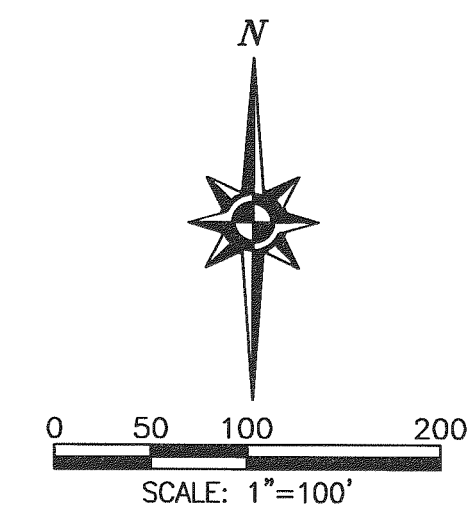
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.



CURVE TABLE					
#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N43°23'47"E	43.84'
C2	31'	86°13'51"	46.66'	N44°43'09"W	42.38'
C3	31'	93°13'58"	50.44'	N07°04'27"W	45.06'
C4	31'	90°00'00"	48.69'	N81°18'34"E	43.84'
C5	479'	02°26'51"	20.46'	N08°53'46"W	20.46'
C6	517'	01°06'30"	10.00'	N08°13'35"W	10.00'
C7	22'	97°54'34"	37.59'	N40°10'27"E	33.18'

LINE TABLE

#	BEARING	LENGTH
L1	N01°36'13"W	10.00'
L2	N88°23'47"E	55.00'
L3	N01°36'13"W	19.16'
L4	N01°36'13"W	77.00'
L5	N36°18'34"E(R)	55.00'
L6	N53°41'26"W	0.72'
L7	N53°41'26"W	48.72'
L8	N36°18'34"E(R)	29.50'
L9	N36°18'34"E	29.50'



FINAL MAP OF
SIERRA VISTA - FEDERICO
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SUBDIVISION NO. PL15-0192

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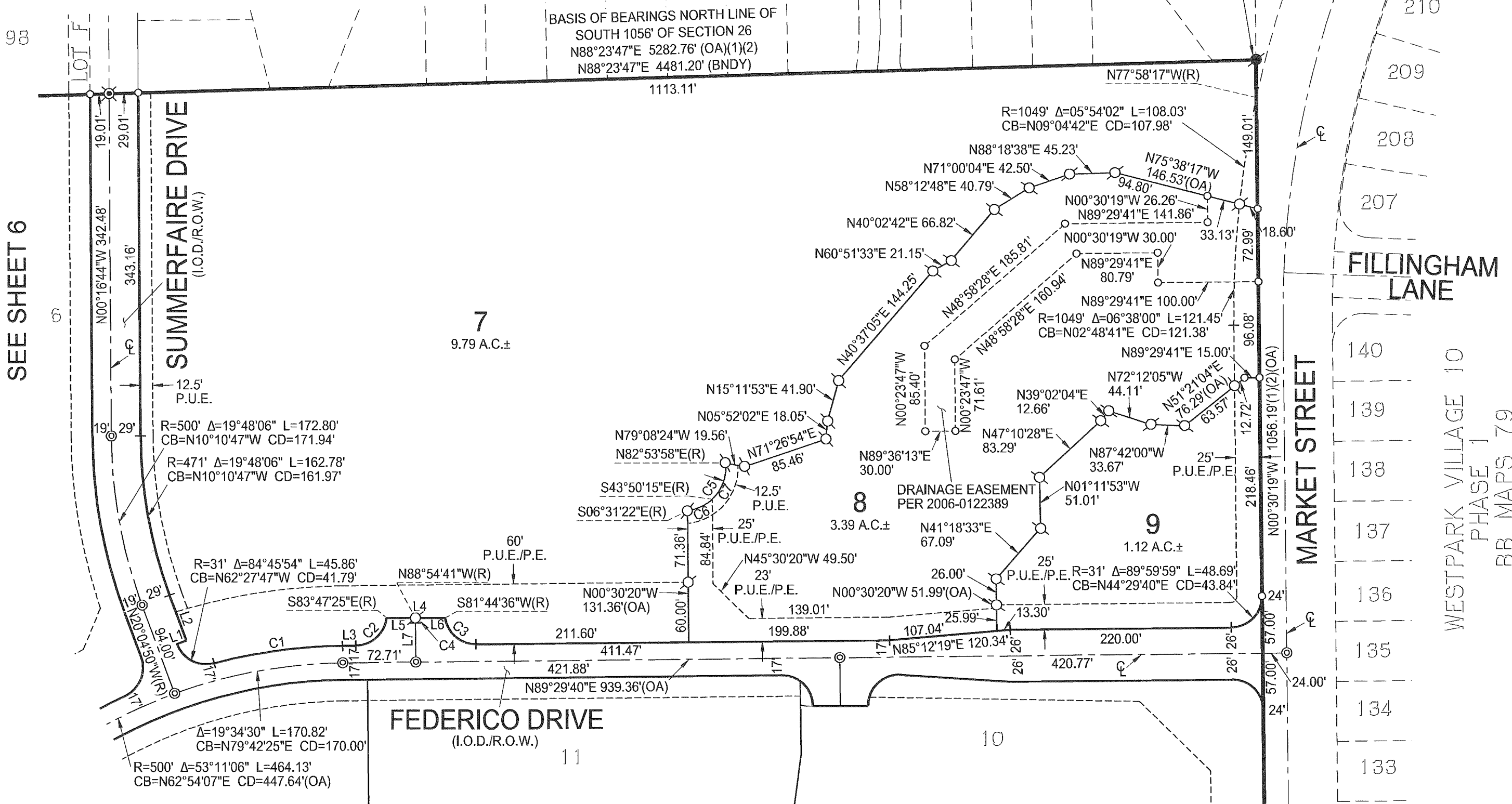
SHEET 6 OF 23 18254.FED

WESTBROOK PHASE 1
VILLAGE 25
DD MAPS 78

WESTBROOK PHASE 1
VILLAGE 7B
CC MAPS 90

FD 1/2" REBAR WITH YELLOW
PLASTIC CAP STAMPED "LS 3761",
NO RECORD, N70°E 0.11'(1)(2)

BASIS OF BEARINGS NORTH LINE OF
SOUTH 1056' OF SECTION 26
N88°23'47"E 5282.76' (OA)(1)(2)
N88°23'47"E 4481.20' (BNDY)

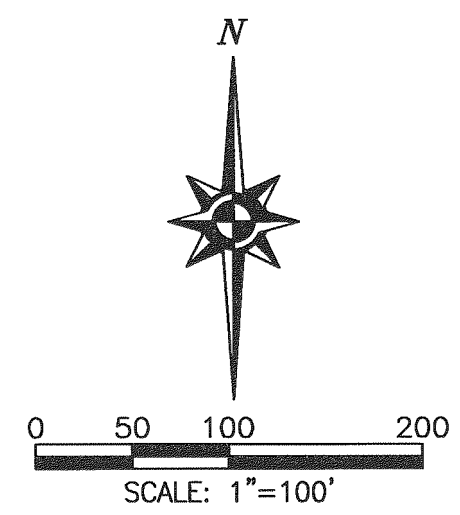


CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	517'	14°20'24"	129.40'	N82°19'28"E	129.06'
C2	31'	83°17'05"	45.06'	N47°51'07"E	41.20'
C3	31'	82°14'56"	44.50'	N49°22'52"W	40.78'
C4	250'	00°34'59"	2.54'	N00°47'50"W	2.54'
C5	43'	90°34'40"	67.98'	N38°11'18"E	61.12'
C6	43'	37°18'53"	28.00'	N64°49'12"E	27.51'
C7	43'	53°15'48"	39.97'	N19°31'52"E	38.55'

LINE TABLE

#	BEARING	LENGTH
L1	N69°55'10"E(R)	10.00'
L2	N20°04'50"W	48.29'
L3	N89°29'40"E	13.18'
L4	N89°57'30"W	58.20'
L5	N89°57'30"W	28.73'
L6	N89°57'30"W	29.47'
L7	N00°30'20"W	41.56'



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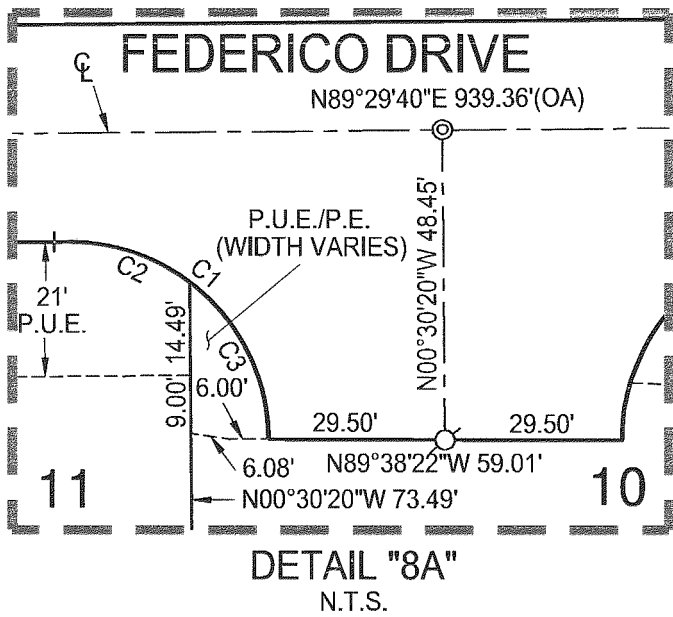
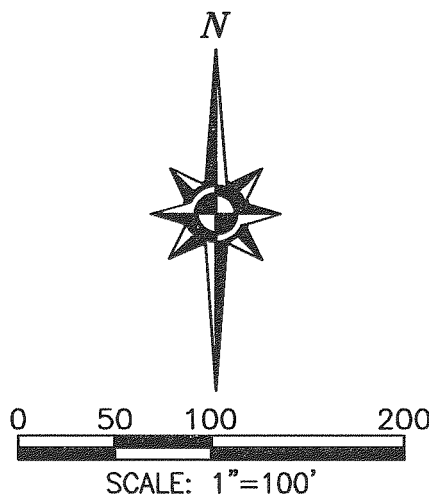
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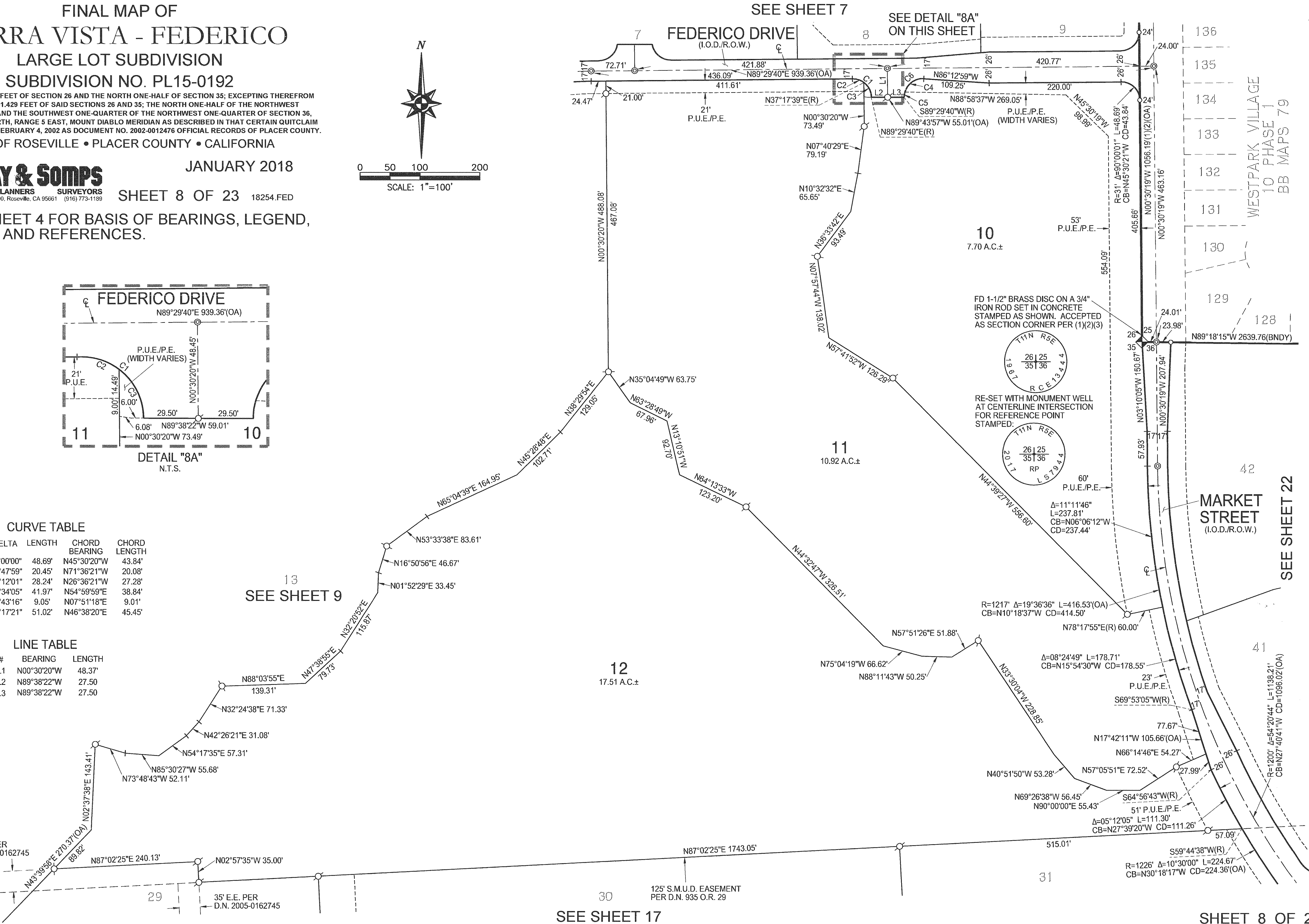
CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	90°00'00"	48.69'	N45°30'20"W	43.84'
C2	31'	37°47'59"	20.45'	N71°36'21"W	20.08'
C3	31'	52°12'01"	28.24'	N26°36'21"W	27.28'
C4	31'	77°34'05"	41.97'	N54°59'59"E	38.84'
C5	31'	16°43'16"	9.05'	N07°51'18"E	9.01'
C6	31'	94°17'21"	51.02'	N46°38'20"E	45.45'

LINE TABLE

#	BEARING	LENGTH
L1	N00°30'20"W	48.37'
L2	N89°38'22"W	27.50'
L3	N89°38'22"W	27.50'

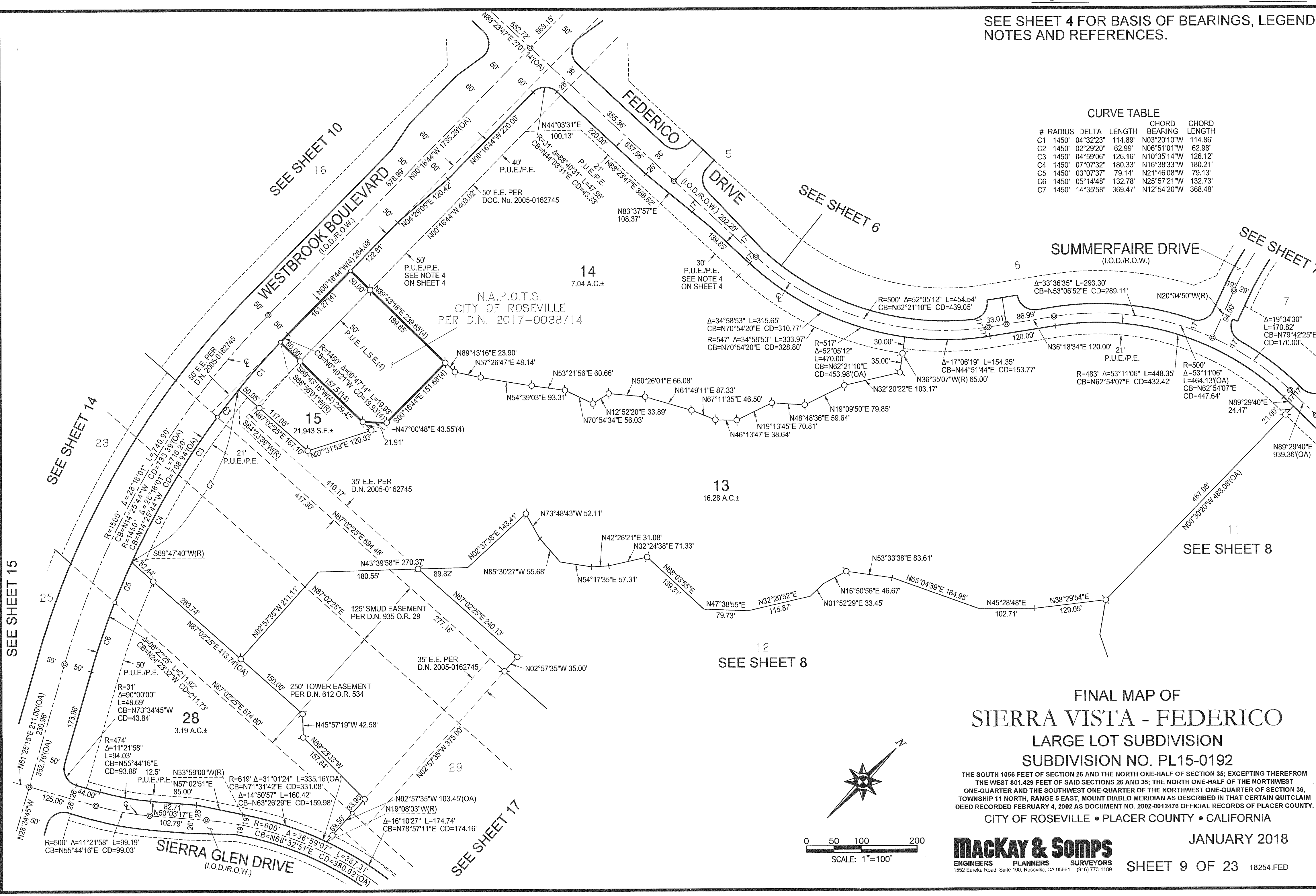
SEE SHEET 9



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450'	04°32'23"	114.89'	N03°20'10"W	114.86'
C2	1450'	02°29'20"	62.99'	N06°51'01"W	62.98'
C3	1450'	04°59'06"	126.16'	N10°35'14"W	126.12'
C4	1450'	07°07'32"	180.33'	N16°38'33"W	180.21'
C5	1450'	03°07'37"	79.14'	N21°46'08"W	79.13'
C6	1450'	05°14'48"	132.78'	N25°57'21"W	132.73'
C7	1450'	14°35'58"	369.47'	N12°54'20"W	368.48'



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

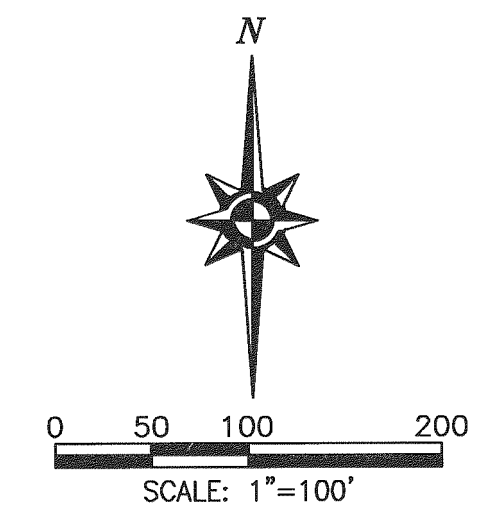
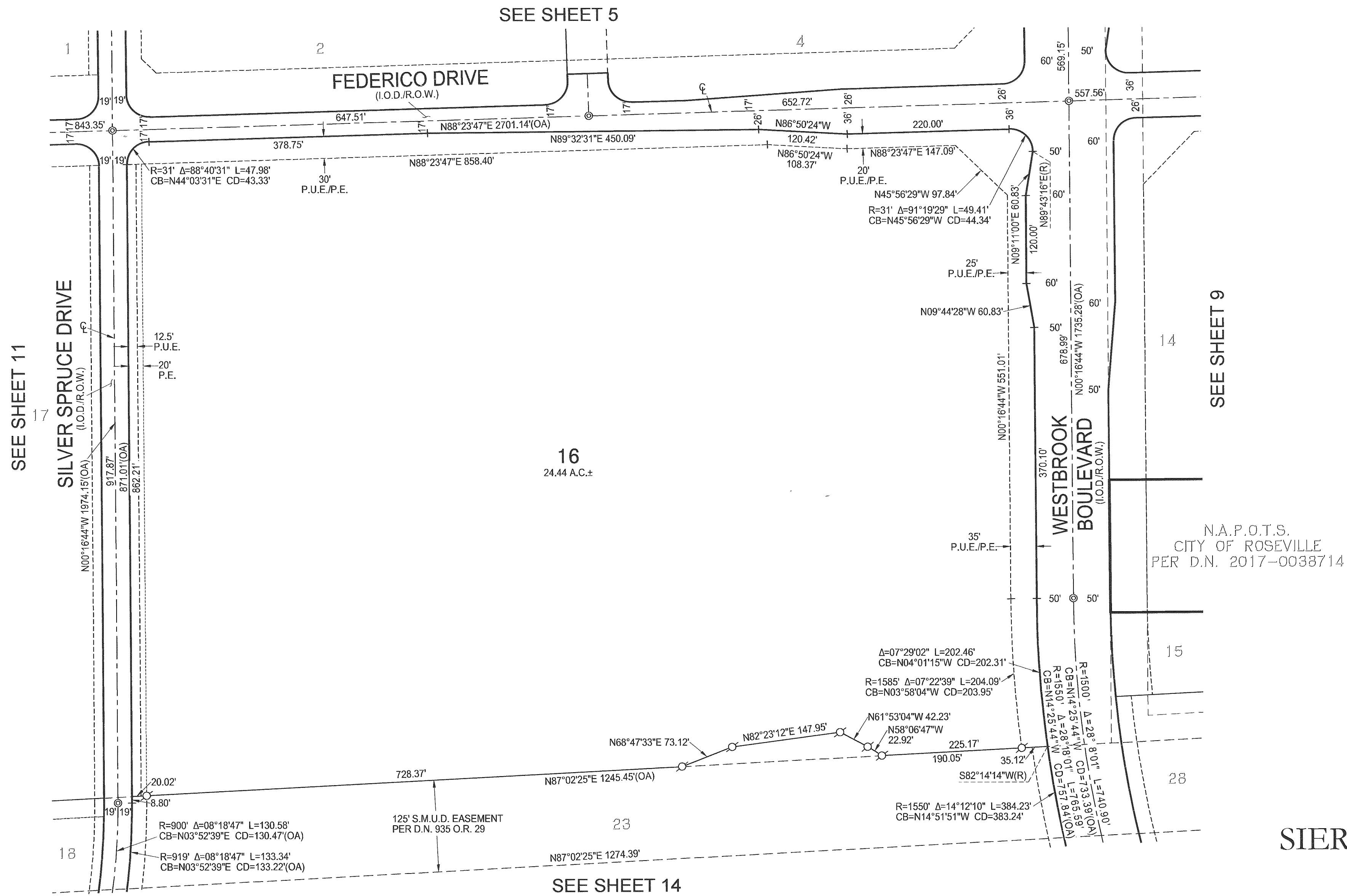
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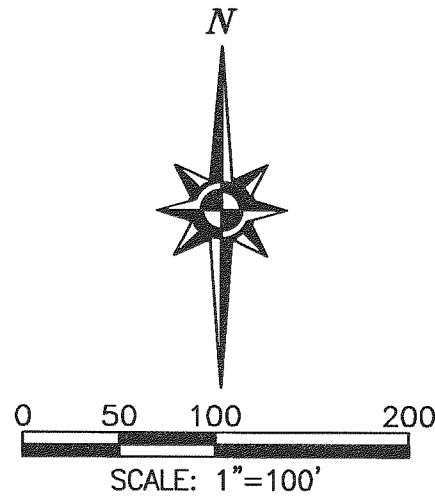
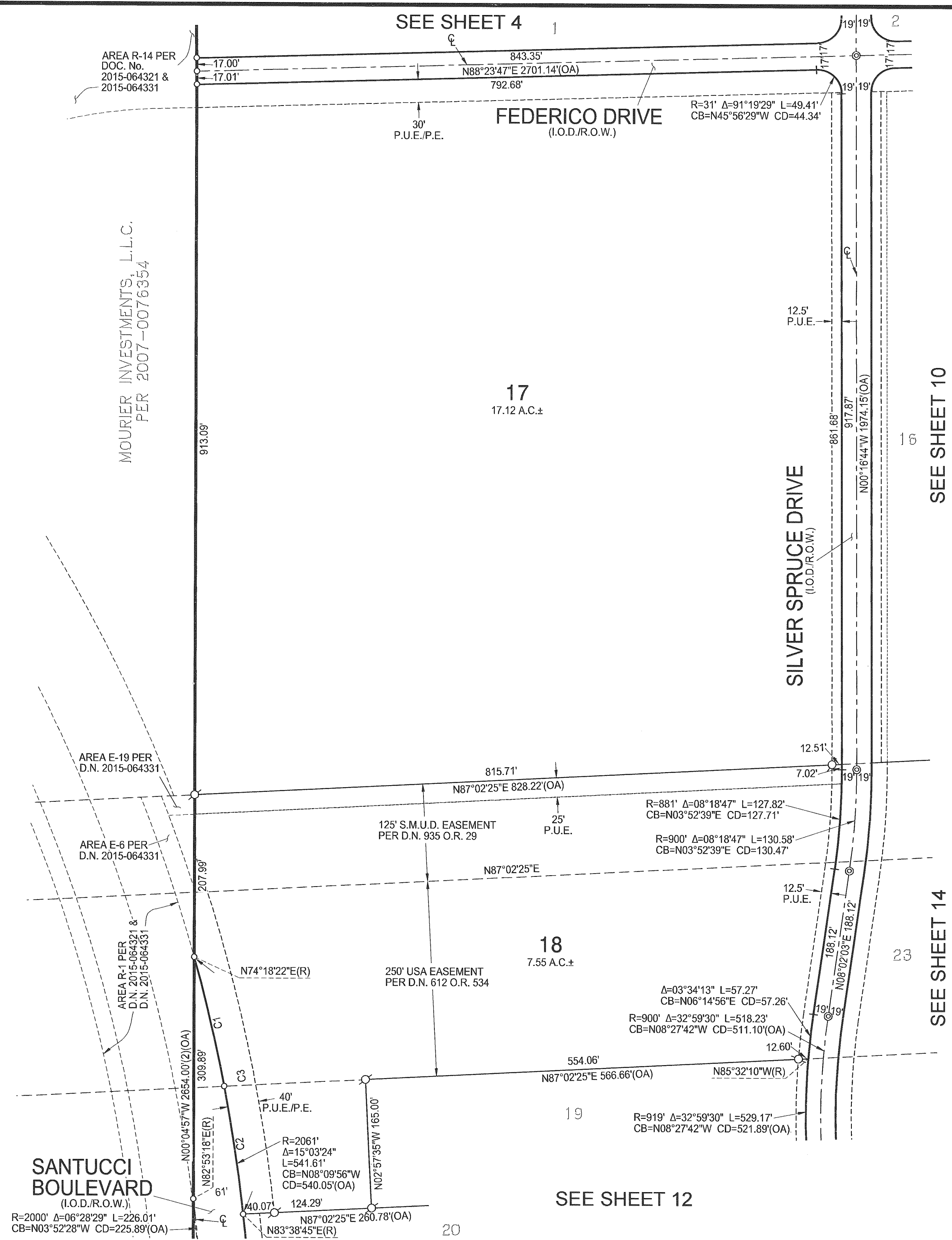
SHEET 10 OF 23 18254.FED

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.88'	N08°39'35"W	165.82'
C2	2061'	04°43'44"	170.10'	N13°19'46"W	170.05'
C3	2061'	09°20'23"	335.96'	N11°01'26"W	335.59'



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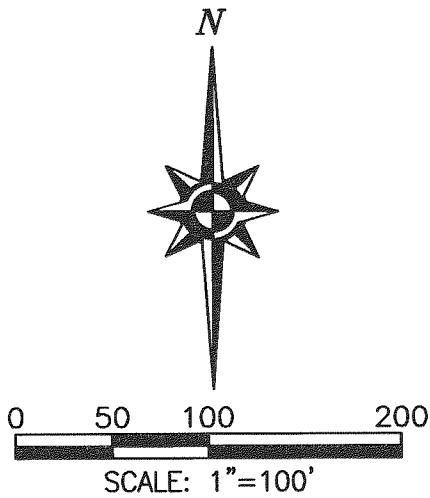
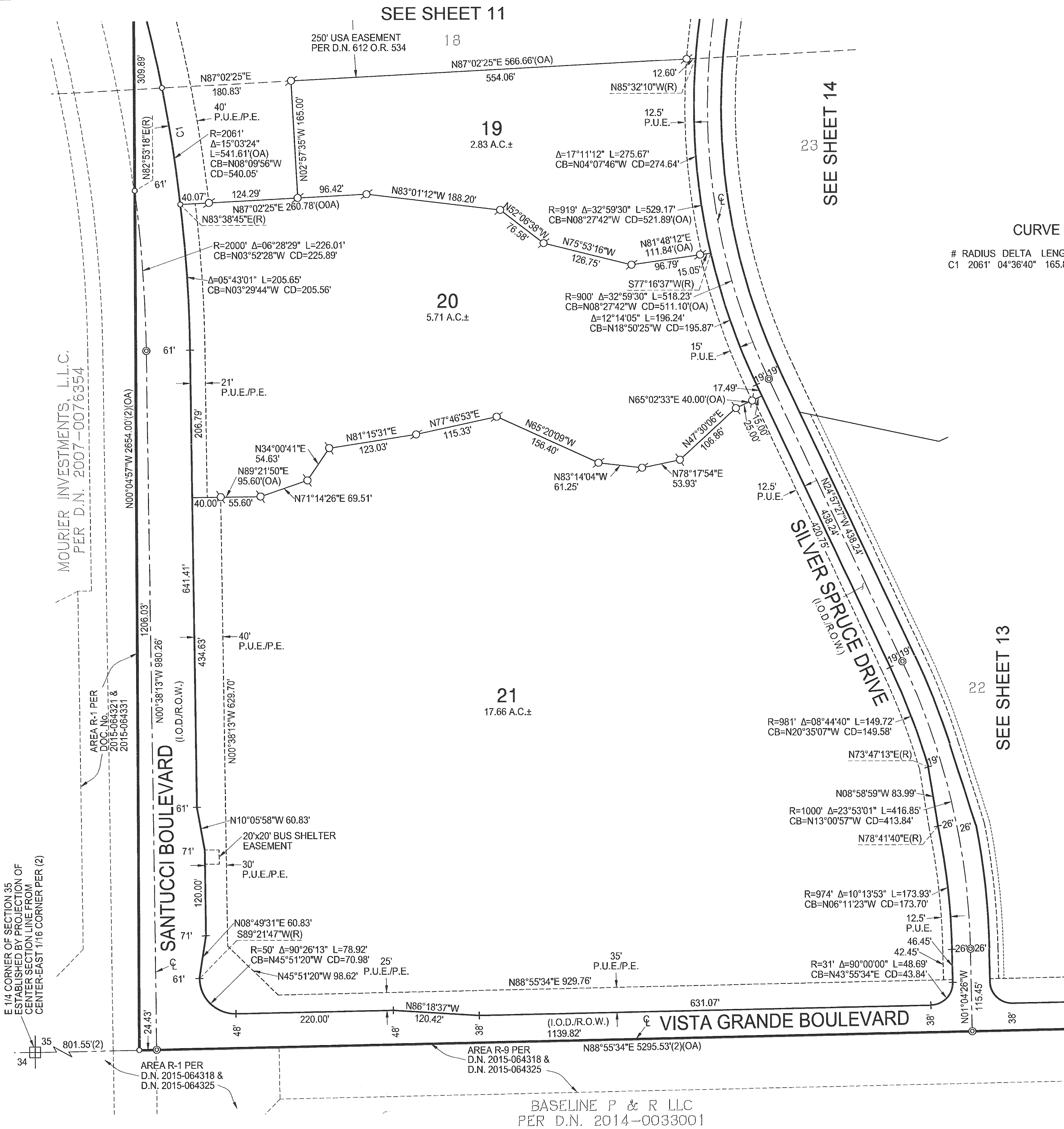
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CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2061'	04°36'40"	165.86'	N08°39'35"W	165.82'



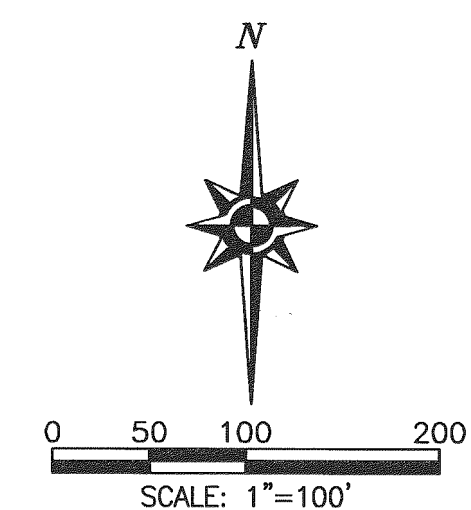
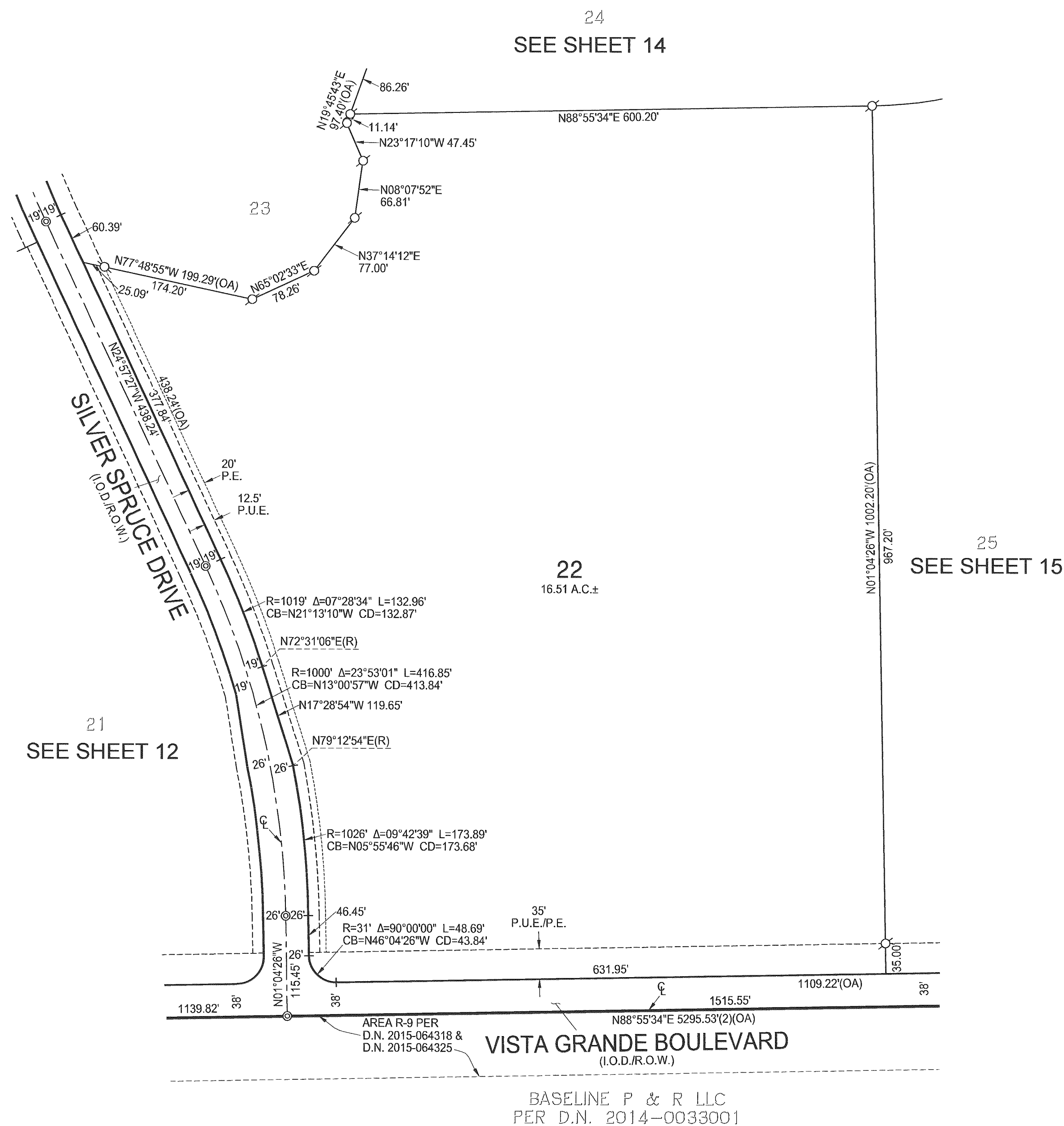
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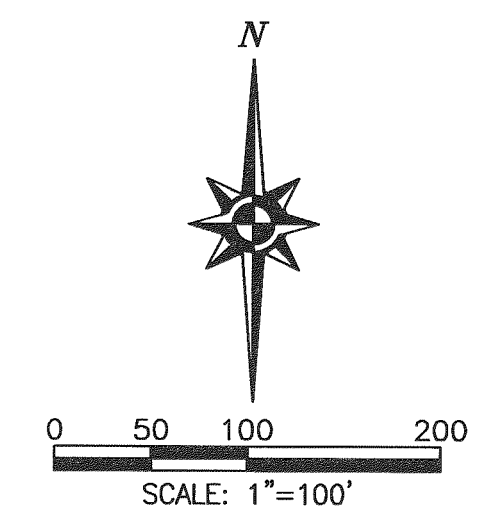
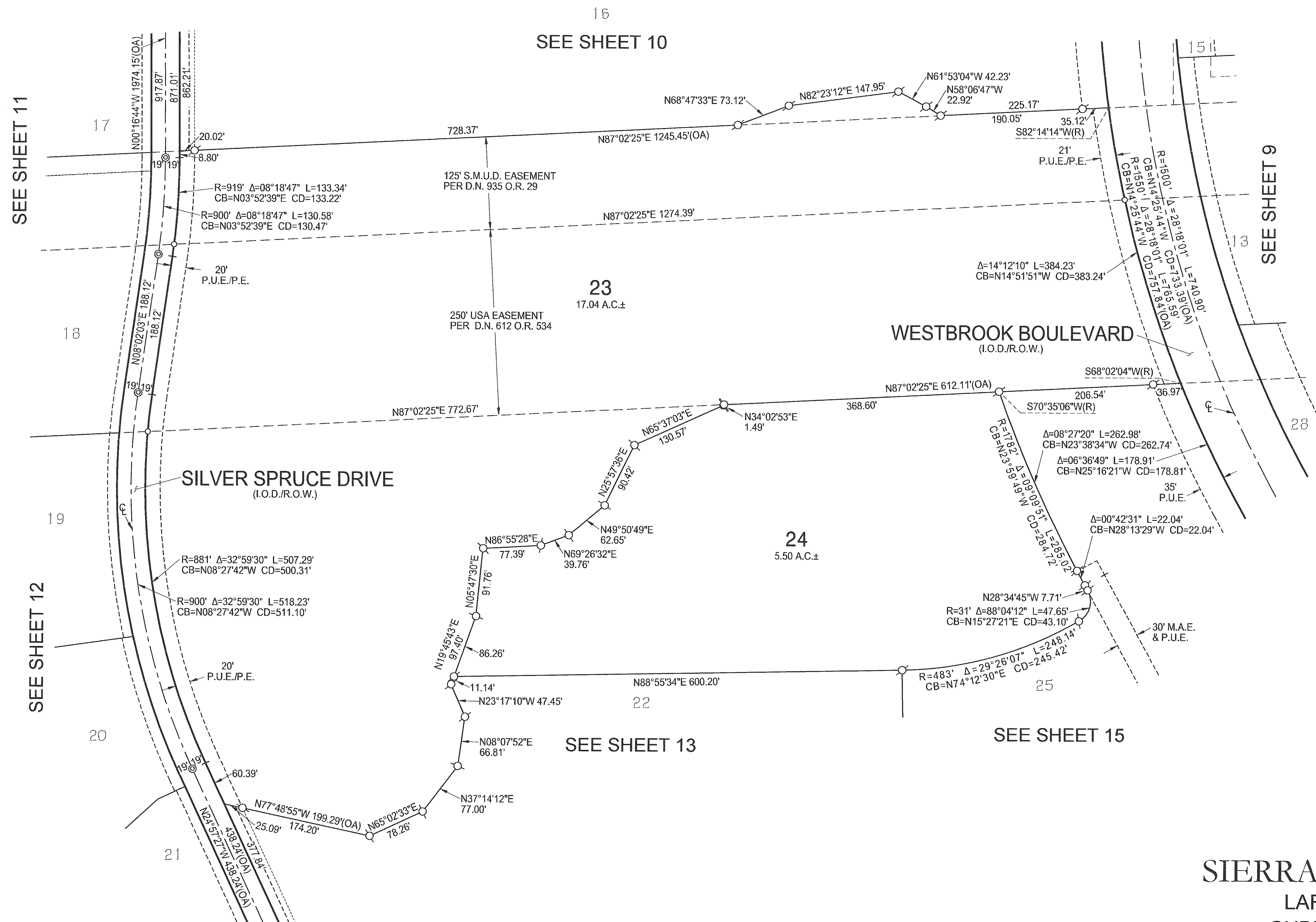
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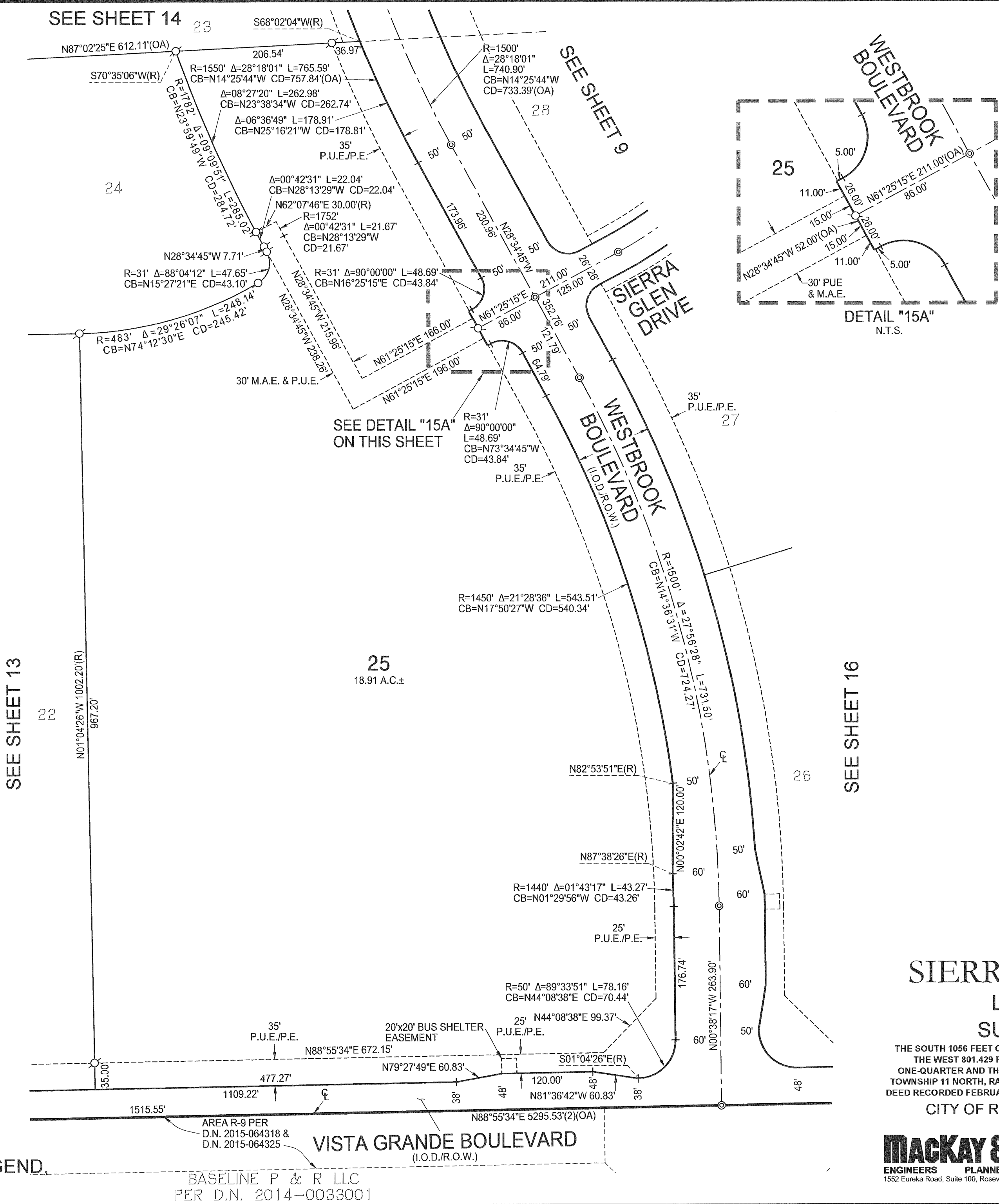
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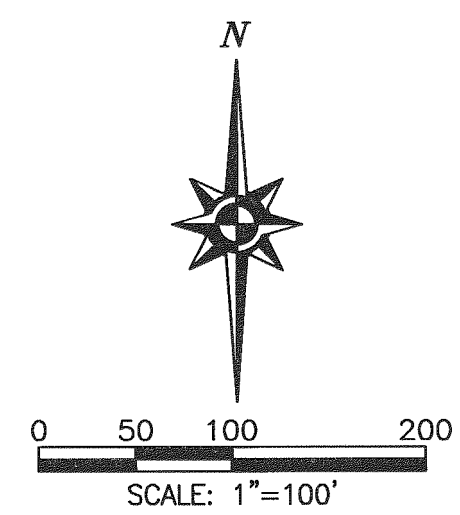
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BASELINE P & R LLC
PER D.N. 2014-0033001

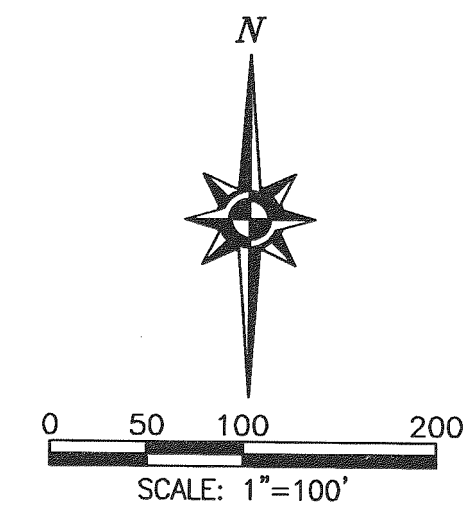


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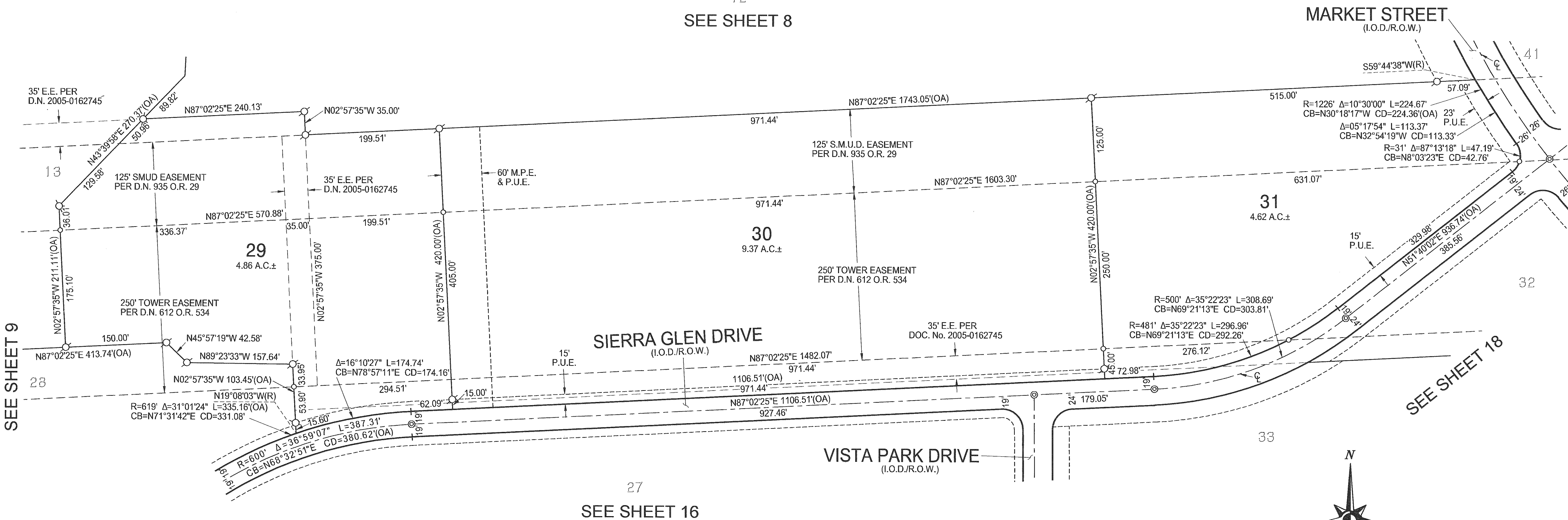
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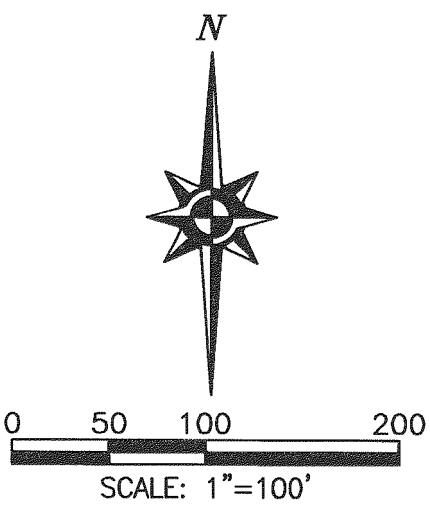
12
SEE SHEET 8



SEE SHEET 9

SEE SHEET 18

27
SEE SHEET 16



FINAL MAP OF
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LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

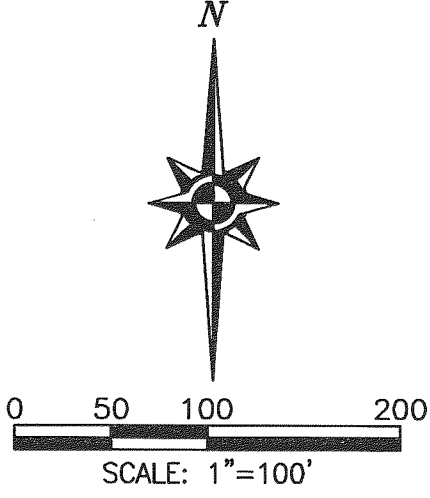
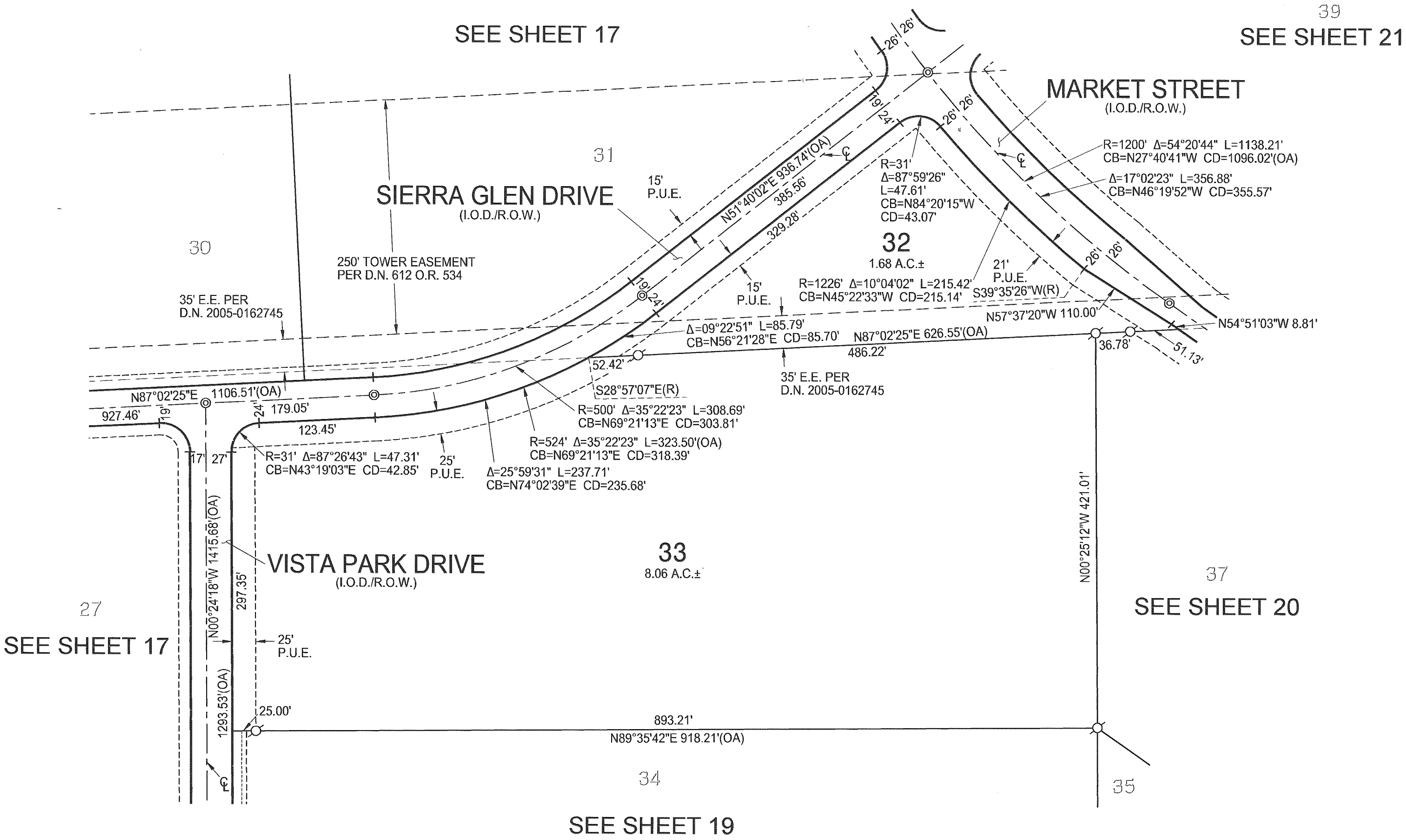
THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 17 OF 23 18254.FED



FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

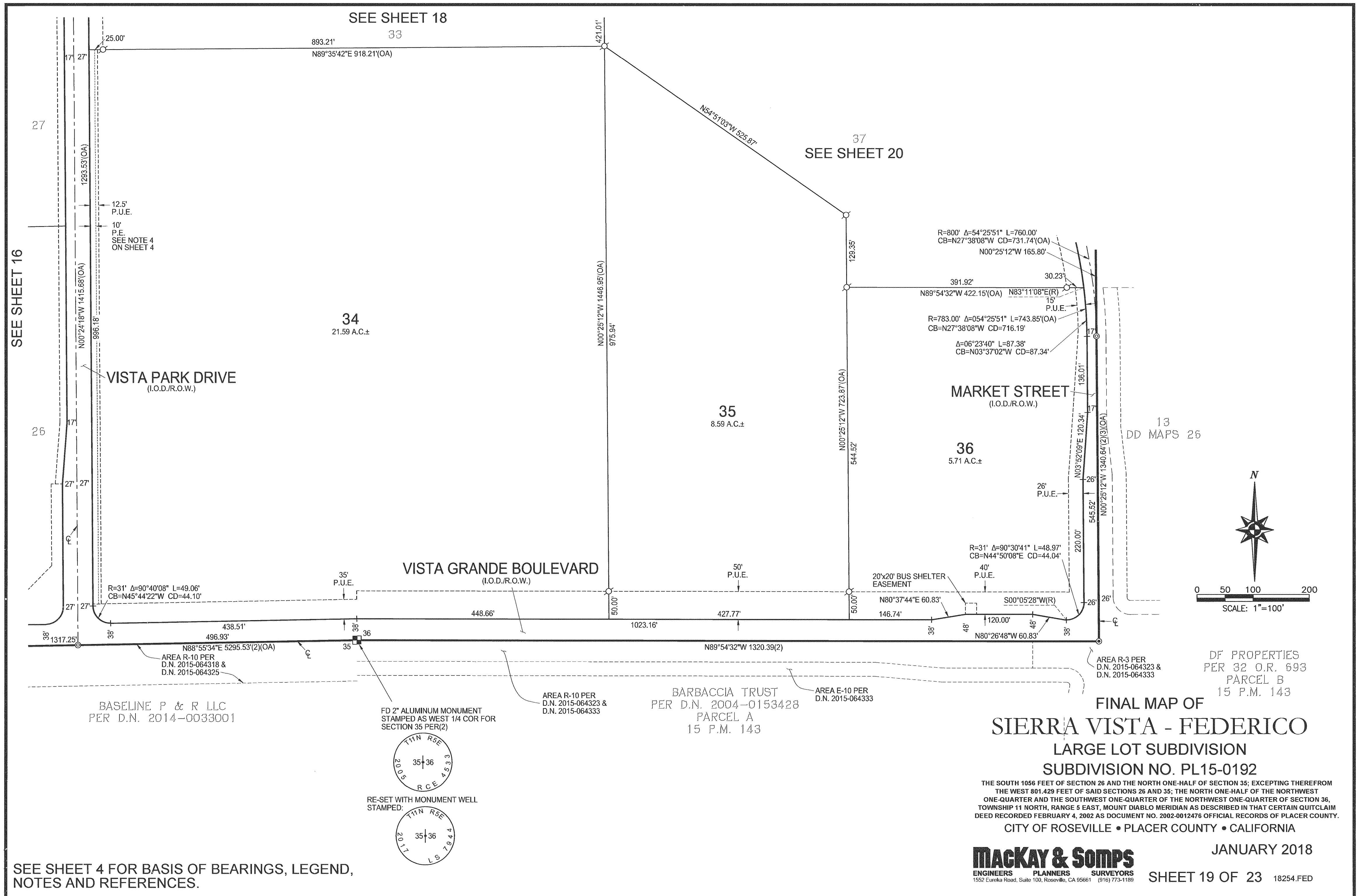
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

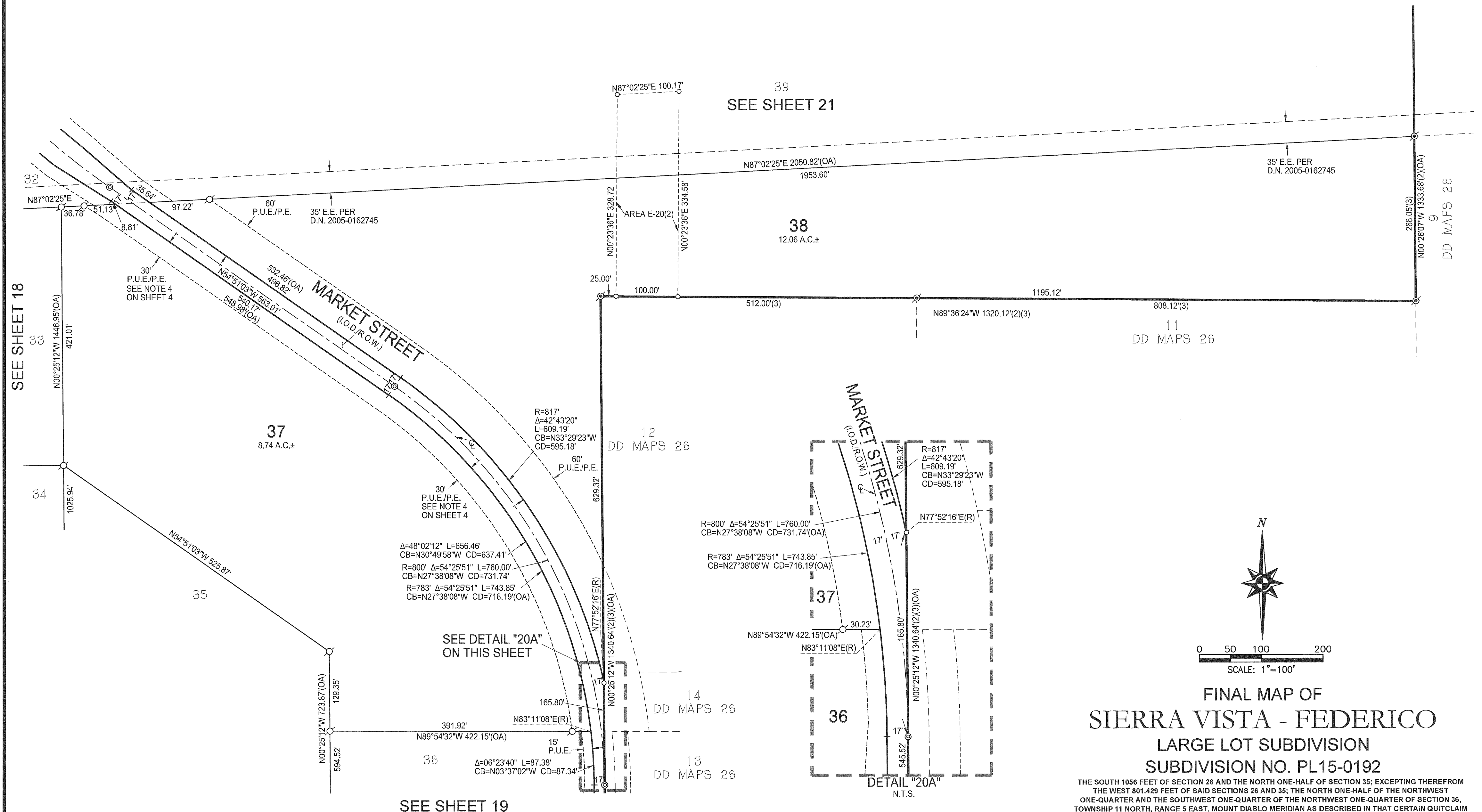
JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 18 OF 23 18254.FED

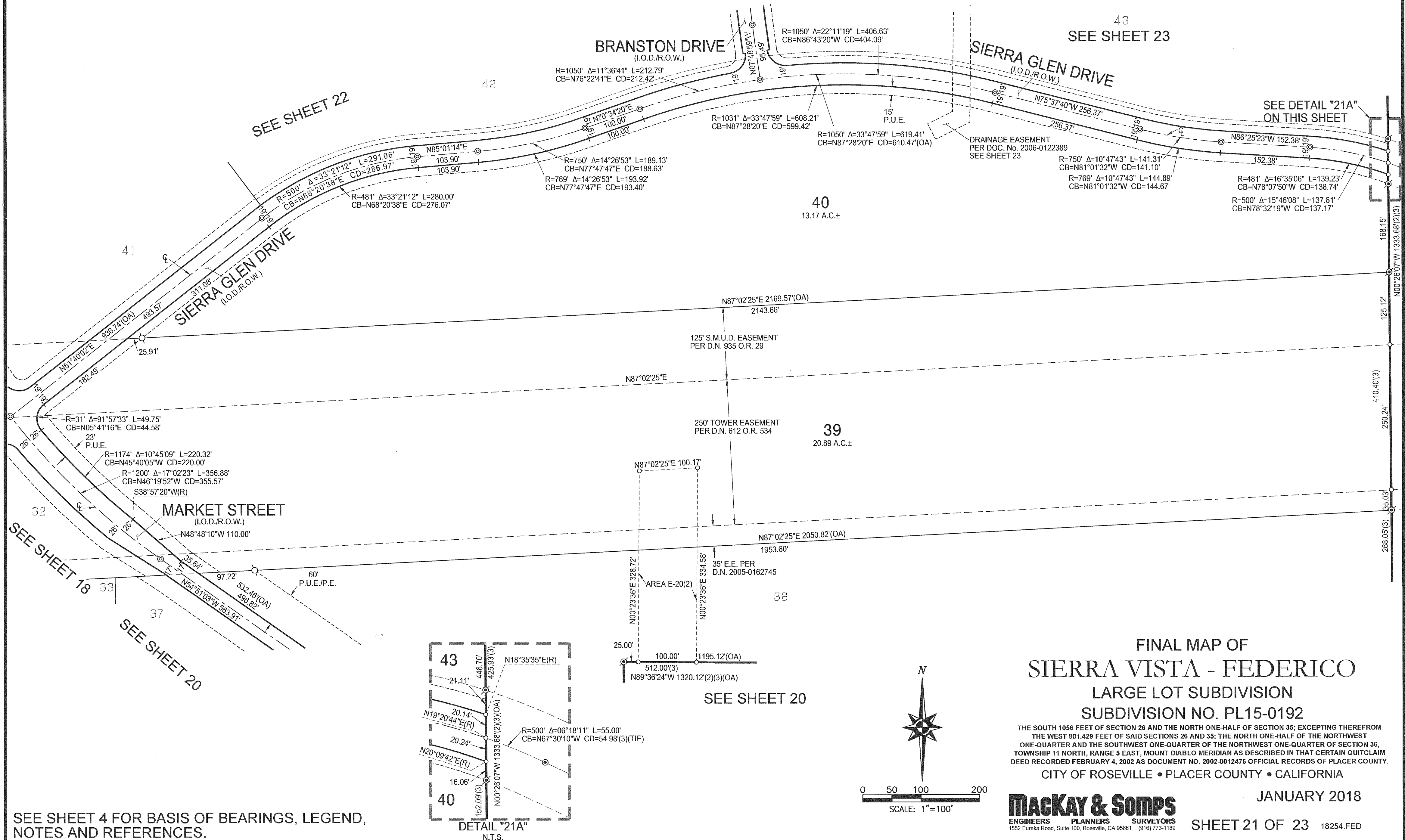




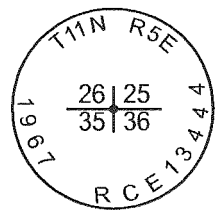
SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

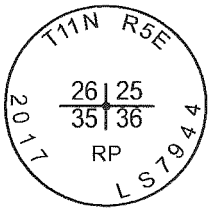
JANUARY 2018
SHEET 20 OF 23 18254.FED



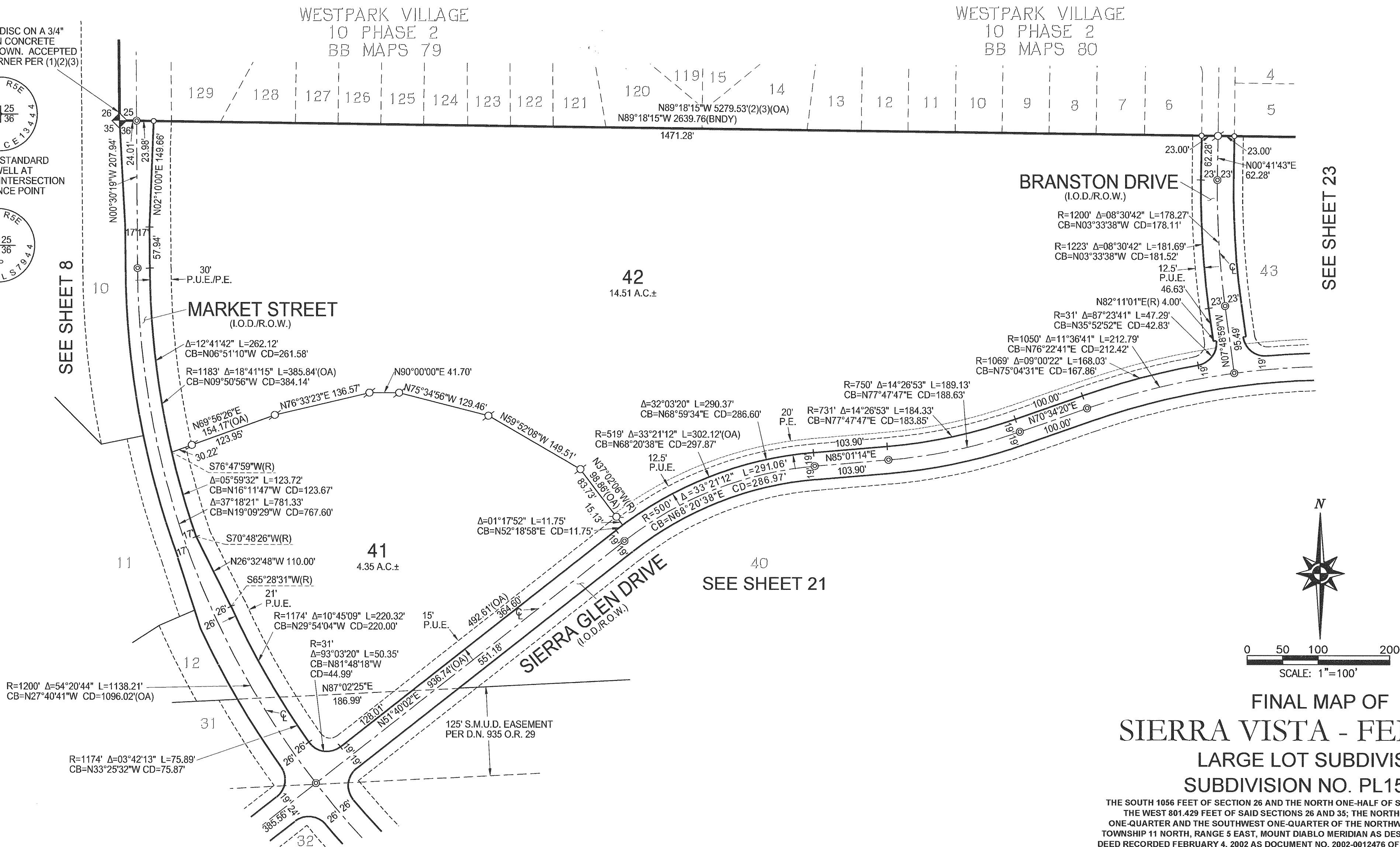
FD 1-1/2" BRASS DISC ON A 3/4" IRON ROD SET IN CONCRETE STAMPED AS SHOWN. ACCEPTED AS SECTION CORNER PER (1)(2)(3)



RE-SET WITH STANDARD MONUMENT WELL AT CENTERLINE INTERSECTION FOR REFERENCE POINT STAMPED:



SEE SHEET 8



SEE SHEET 23

SEE SHEET 21

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

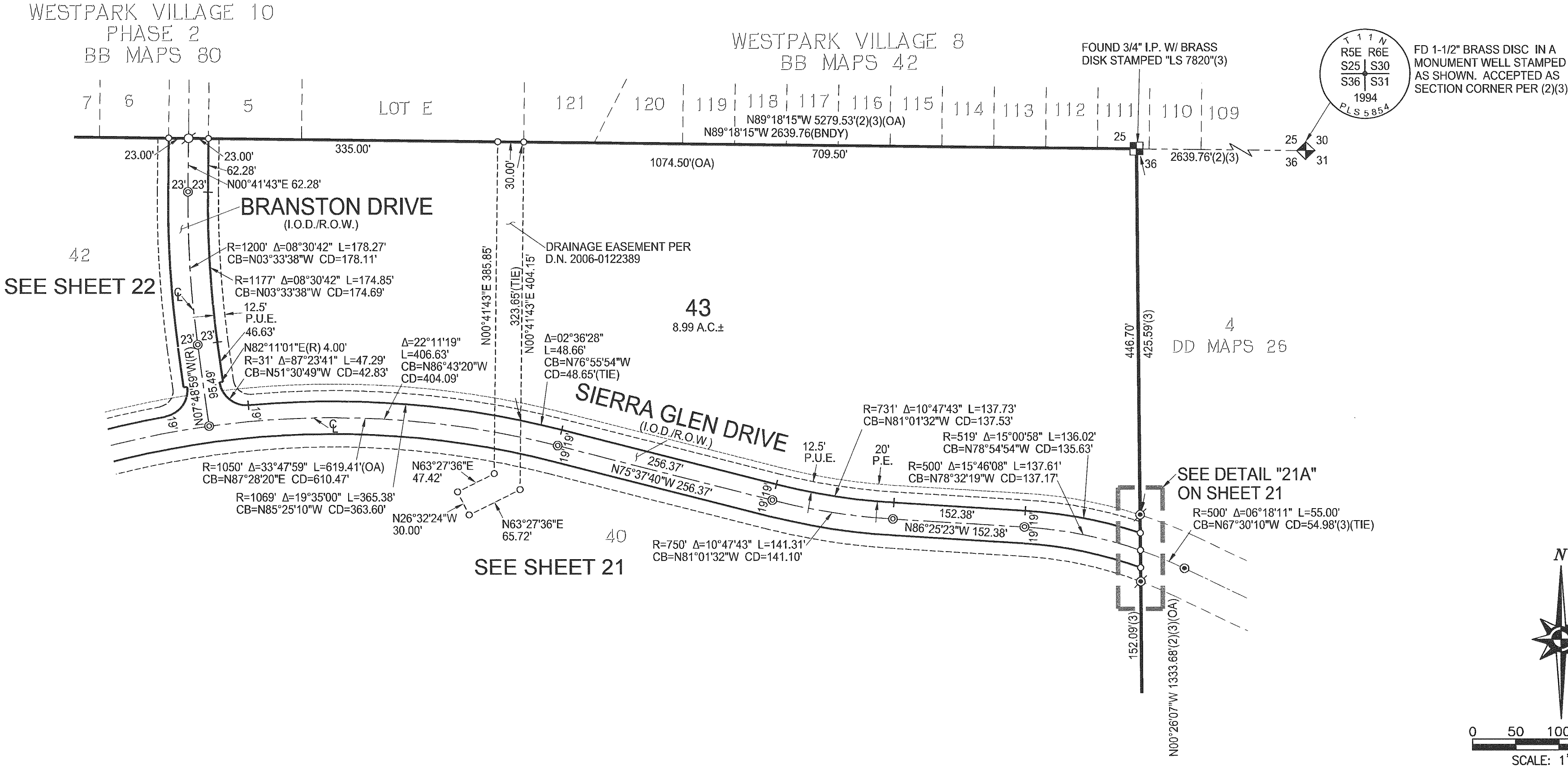
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 22 OF 23 18254.FED



SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND,
NOTES AND REFERENCES.

FINAL MAP OF
SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

THE SOUTH 1056 FEET OF SECTION 26 AND THE NORTH ONE-HALF OF SECTION 35; EXCEPTING THEREFROM
THE WEST 801.429 FEET OF SAID SECTIONS 26 AND 35; THE NORTH ONE-HALF OF THE NORTHWEST
ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 36,
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM
DEED RECORDED FEBRUARY 4, 2002 AS DOCUMENT NO. 2002-0012476 OFFICIAL RECORDS OF PLACER COUNTY.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JANUARY 2018

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 23 OF 23 18254.FED



COUNCIL COMMUNICATION

CC #: 3226

File #: 0400-04-18

Title: Campus Oaks CO-2 - Notice of Completion
Contact: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Campus Oaks CO-2, CWJ# 190643 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-071

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 24-071

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CAMPUS OAKS CO-2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Campus Oaks CO-2 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 28 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Campus Oaks CO-2 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Marques General Engineering.

The surety on said project was Philadelphia Indemnity Insurance Company
PB02497501384.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

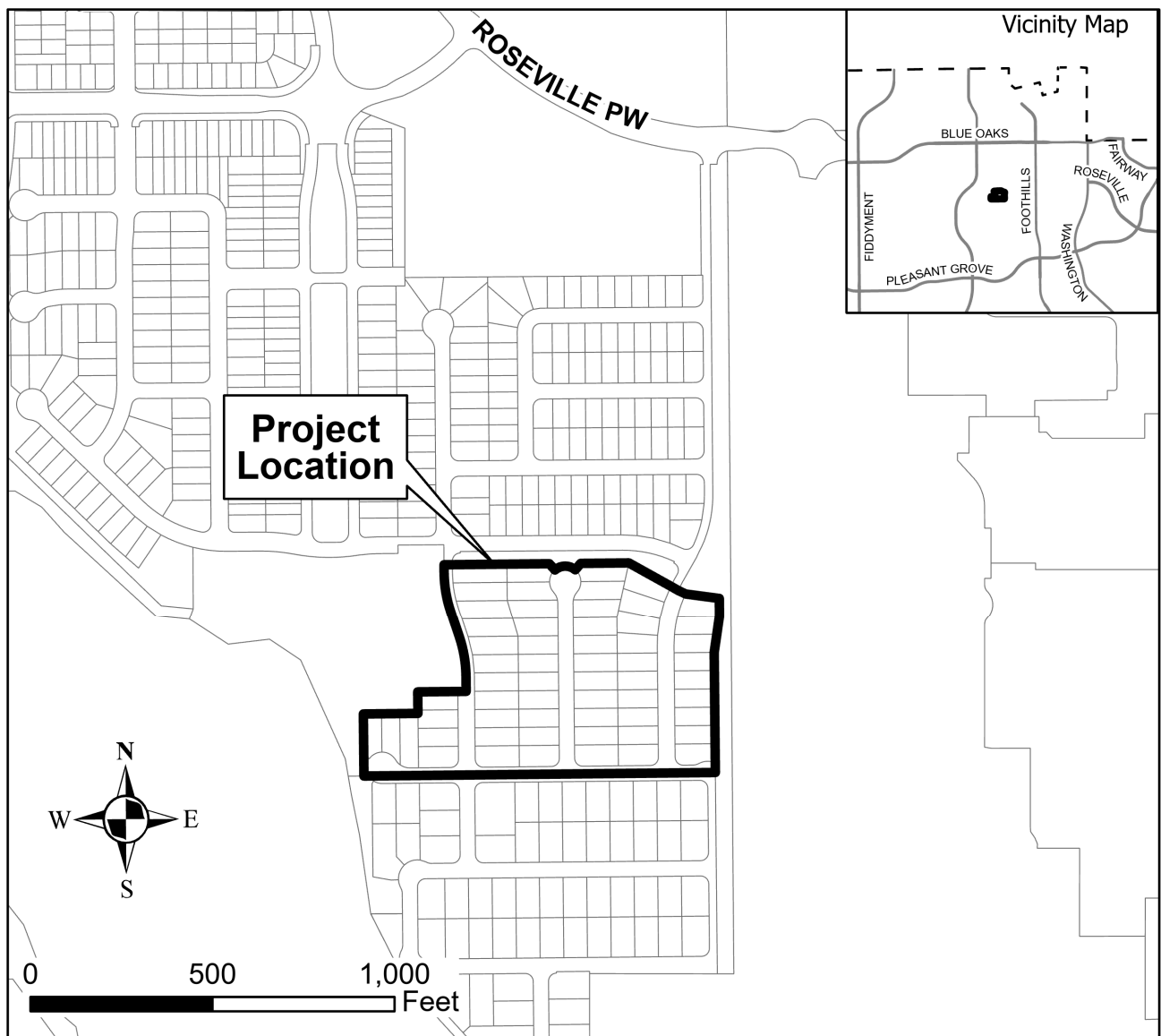
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Campus Oaks CO-2 Subdivision



FINAL MAP
CAMPUS OAKS CO-2

SUBDIVISION NO. PL18-0192

BEING A SUBDIVISION OF LOT 4,

CAMPUS OAKS MASTER PLAN LARGE LOT MAP, FF MAPS 42

PLACER COUNTY OFFICIAL RECORDS

SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

AUGUST 2022

MORTON & PITALO, INC.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CAMPUS OAKS CO-2" AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, AND SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION, SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PUBLIC RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) ASHBROOK STREET, BLUE DOG DRIVE, FORTIFY COURT, FORTIFY STREET, KNIGHTSBRIDGE LANE, AND VECTRA COURT, AS PUBLIC RIGHT OF WAY.

(B) LOT A, FOR PUBLIC DRAINAGE, PUBLIC LANDSCAPE AND WATER QUALITY PURPOSES.

EXECUTED THIS 18 DAY OF July, 2022.

AG EHC II (NWHM) CA, 1, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: EHC ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON
ITS MANAGER

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

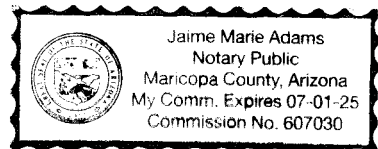
STATE OF Arizona
COUNTY OF Maricopa

ON 7/18/22, BEFORE ME, Jaime Marie Adams, A NOTARY
PUBLIC PERSONALLY APPEARED Steven S. Benson

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



Jaime Marie Adams
NOTARY PUBLIC, STATE OF Arizona
PRINT NAME Jaime Marie Adams

MY PRINCIPAL PLACE OF BUSINESS IS Maricopa COUNTY
MY COMMISSION NO. 607030
MY COMMISSION EXPIRES 07/01/2025

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "CAMPUS OAKS CO-2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN AUGUST, 2021. I HEREBY STATE THAT THIS FINAL MAP OF "CAMPUS OAKS CO-2" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JULY 1, 2024 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Michael J. Chiara
MICHAEL J. CHIARA, P.L.S. 9058

July 7, 2022
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CAMPUS OAKS CO-2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 7/27/22
Marc Stout
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRATION DATE: 9/30/2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CAMPUS OAKS CO-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED 7/27/22
Timothy G. Blain
TIMOTHY G. BLAIN, P.L.S. 8278
EXPIRATION DATE: 12/31/2023



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CAMPUS OAKS CO-2" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOT A AND THE PUBLIC RIGHTS OF WAY HEREON OFFERED FOR DEDICATION.

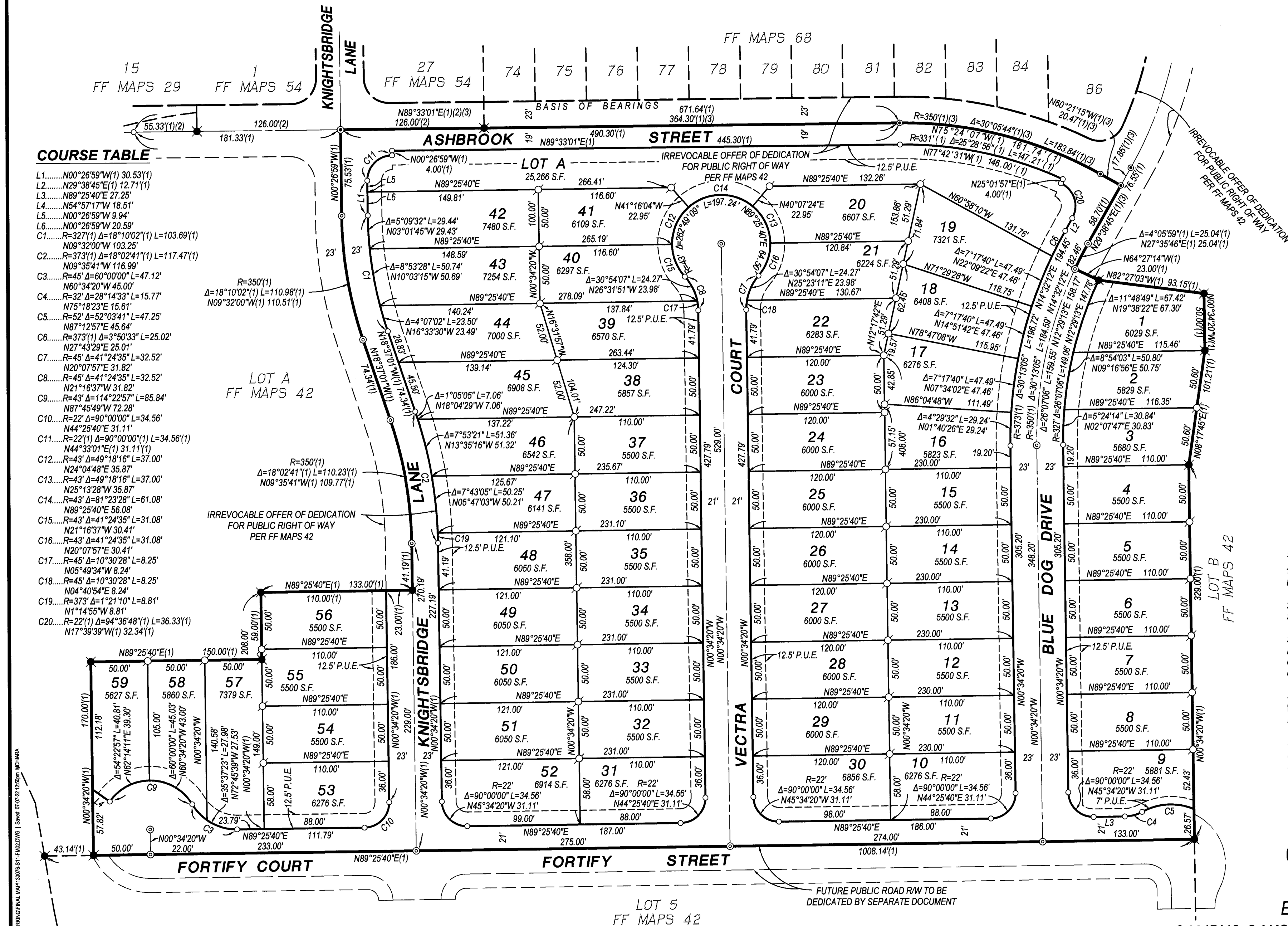
Carla Anderson
CITY CLERK, CITY OF ROSEVILLE

DATED 8/4/2022
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT 33 MINUTES AFTER 12 O'CLOCK ON THE DAY OF August 29, 2022, AND RECORDED IN BOOK GG OF MAPS, AT PAGE 28, AT THE REQUEST OF MORTON & PITALO, INC.

FILE NO. 2022-0067367
Ryan Ronco
COUNTY RECORDER OF PLACER COUNTY
FEE: \$89.00 BY: Theresa J. [Signature]
DEPUTY



LEGEND

- DIMENSION POINT, NOTHING FOUND OR SET
 ○ SET 1" GALVANIZED PIPE TAGGED "L.S. 9058"
 ◎ SET BRONZE DISC STAMPED "L.S. 9058"
 SET IN CITY STANDARD WELL
 ✱ FOUND 1" GALVANIZED PIPE TAGGED "L.S. 7350"
 PER (1)
 ◎ FOUND BRONZE DISC STAMPED "L.S. 7350"
 IN WELL PER (2)(3)
 P.U.E.PUBLIC UTILITY EASEMENT
 S.F.SQUARE FEET
 (1)..... RECORD PER FF MAPS 42
 (2)..... RECORD PER FF MAPS 54
 (3)..... RECORD PER FF MAPS 68

NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 11.209 ACRES, CREATING 49 RESIDENTIAL LOTS AND ONE LETTERED LOT.
2. A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION HAS BEEN RECORDED AS DOCUMENT NO. 2022-0067369
3. LOT CORNERS FRONTING BLUE DOG DRIVE, FORTIFY COURT, FORTIFY STREET, KNIGHTSBRIDGE LANE, AND VECTRA COURT SHALL BE WITNESSED BY A CENTER-PUNCHED 1-1/4" BRASS DISC STAMPED "L.S. 9058" SET 1.0 FEET FROM THE CORNER ON THE PROJECTED LOT LINE, EXCEPT AS SHOWN OTHERWISE.
4. LOT CORNERS ADJACENT TO WALLS SHALL BE WITNESSED BY A 1" IRON PIPE WITH ALUMINUM CAP STAMPED "L.S. 9058", SET ON PROPERTY LINE, 3.00 FEET FROM THE TRUE CORNER.
5. A SOILS REPORT PREPARED BY ENGEQ INCORPORATED DATED AUGUST 30, 2021 IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT AS FILE NO. EN21-1114.

FINAL MAP
CAMPUS OAKS CO-2

SUBDIVISION NO. PL18-0192

BEING A SUBDIVISION OF LOT 4,

CAMPUS OAKS MASTER PLAN LARGE LOT MAP, FF MAPS 42

PLACER COUNTY OFFICIAL RECORDS

SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

AUGUST 2022 SCALE: 1"=80'

MORTON & PITALO, INC.

SHEET 3 OF 3 SHEETS JOB NO. 130076

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS THE NORTHERLY LINE OF LOT 4, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED, "CAMPUS OAKS MASTER PLAN LARGE LOT MAP" FILED IN BOOK FF OF MAPS, PAGE 42, PLACER COUNTY RECORDS, AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.

FUTURE PUBLIC ROAD R/W TO BE
DEDICATED BY SEPARATE DOCUMENT



COUNCIL COMMUNICATION

CC #: 3227

File #: 0400-04-18

Title: Campus Oaks CO-3 - Notice of Completion
Contact: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Campus Oaks CO-3, CWJ# 190835 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-072

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 24-072

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CAMPUS OAKS CO-3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Campus Oaks CO-3 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 29 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Campus Oaks CO-3 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Marques General Engineering.

The surety on said project was Philadelphia Indemnity Insurance Company
PB02497501385.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

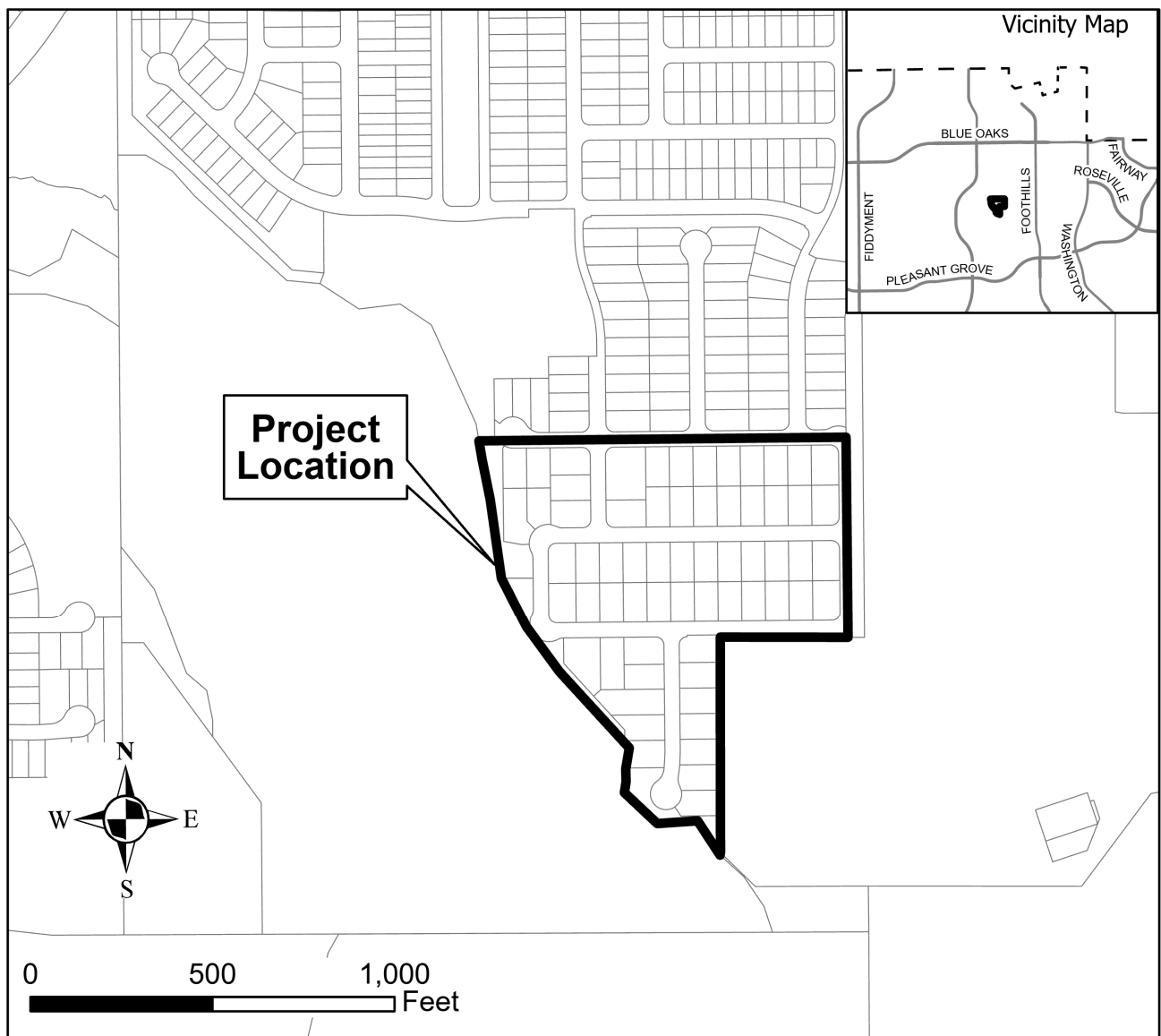
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Campus Oaks CO-3 Subdivision



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CAMPUS OAKS CO-3" AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, AND SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION, SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PUBLIC RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) ELITE STREET, ENVY STREET, FORTIFY COURT, FORTIFY STREET, KNIGHTSBRIDGE LANE, PALO ALTO STREET, AND TERMINAL STREET, AS PUBLIC RIGHT OF WAY.
- (B) LOT A AS PUBLIC RIGHT OF WAY AND FOR LANDSCAPING PURPOSES.
- (C) LOT B FOR OPEN SPACE, BIKEWAY, DRAINAGE AND WATER QUALITY PURPOSES.
- (D) LOT C FOR OPEN SPACE, DRAINAGE AND WATER QUALITY PURPOSES.

EXCECUTED THIS 25 DAY OF July, 2022.

AG EHC II (NWHM) CA, 1, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: EHC ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON
ITS MANAGER

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

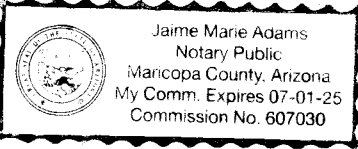
STATE OF Arizona
COUNTY OF Maricopa

ON 7/25/22, BEFORE ME, Jaime Marie Adams, A NOTARY PUBLIC PERSONALLY APPEARED Steven S. Benson

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



Jaime Marie Adams
NOTARY PUBLIC, STATE OF Arizona
PRINT NAME Jaime Marie Adams

MY PRINCIPAL PLACE OF BUSINESS IS Maricopa COUNTY
MY COMMISSION NO. 607030
MY COMMISSION EXPIRES 07/01/2025

FINAL MAP
CAMPUS OAKS CO-3

SUBDIVISION NO. PL21-0070

BEING A SUBDIVISION OF LOT 5,

CAMPUS OAKS MASTER PLAN LARGE LOT MAP, FF MAPS 42

PLACER COUNTY OFFICIAL RECORDS

SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

AUGUST 2022

MORTON & PITALO, INC.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CAMPUS OAKS CO-3" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 7/27/22
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRATION DATE: 9/30/2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CAMPUS OAKS CO-3" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED 7/27/22
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2023



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CAMPUS OAKS CO-3" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED SUBJECT TO IMPROVEMENT, LOTS A, B AND C AND THE PUBLIC RIGHTS OF WAY HEREON OFFERED FOR DEDICATION.

Car Annals
CITY CLERK, CITY OF ROSEVILLE

DATED 8/4/2022
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT 41 MINUTES AFTER 12 O'CLOCK ON THE DAY OF August 29, 2022, AND RECORDED IN BOOK GG OF MAPS, AT PAGE 29, AT THE REQUEST OF MORTON & PITALO, INC.

FILE NO. 2022-0067370
FEE: \$95.00
BY: Ryan Ronco
COUNTY RECORDER OF PLACER COUNTY
DEPUTY

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "CAMPUS OAKS CO-3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION, IN AUGUST, 2021. I HEREBY STATE THAT THIS FINAL MAP OF "CAMPUS OAKS CO-3" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JULY 1, 2024 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

M J Chiara
MICHAEL J. CHIARA, P.L.S. 9058

July 7, 2022
DATE

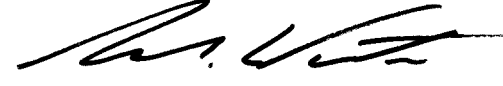


FINAL MAP
CAMPUS OAKS CO-3
SUBDIVISION NO. PL21-0070
BEING A SUBDIVISION OF LOT 5,
CAMPUS OAKS MASTER PLAN LARGE LOT MAP, FF MAPS 42
PLACER COUNTY OFFICIAL RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2022
MORTON & PITALO, INC.

OPTIONEE'S STATEMENT

THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, OPTIONEE AS DISCLOSED BY "MEMORANDUM OF OPTION AGREEMENT" RECORDED MARCH 30, 2022 AS DOCUMENT NO. 2022-0027716, PLACER COUNTY OFFICIAL RECORDS, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC,
A DELAWARE LIMITED LIABILITY COMPANY


JUSTIN WALTERS
VP, PROJECT MANAGEMENT AND LAND DEVELOPMENT

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Cassie Elizabeth Kuehnau, A NOTARY PUBLIC PERSONALLY APPEARED Justin Walters

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.

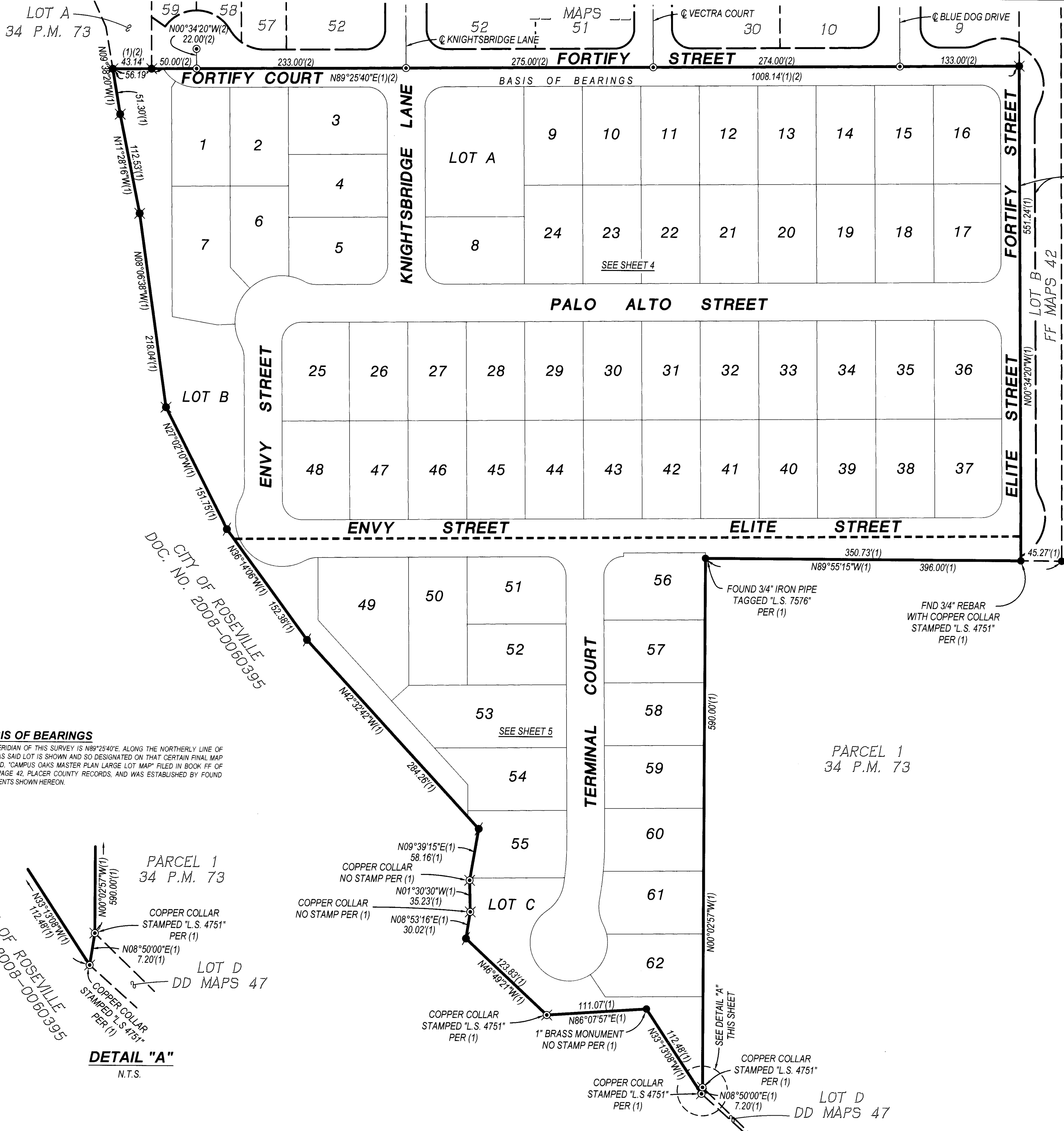
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

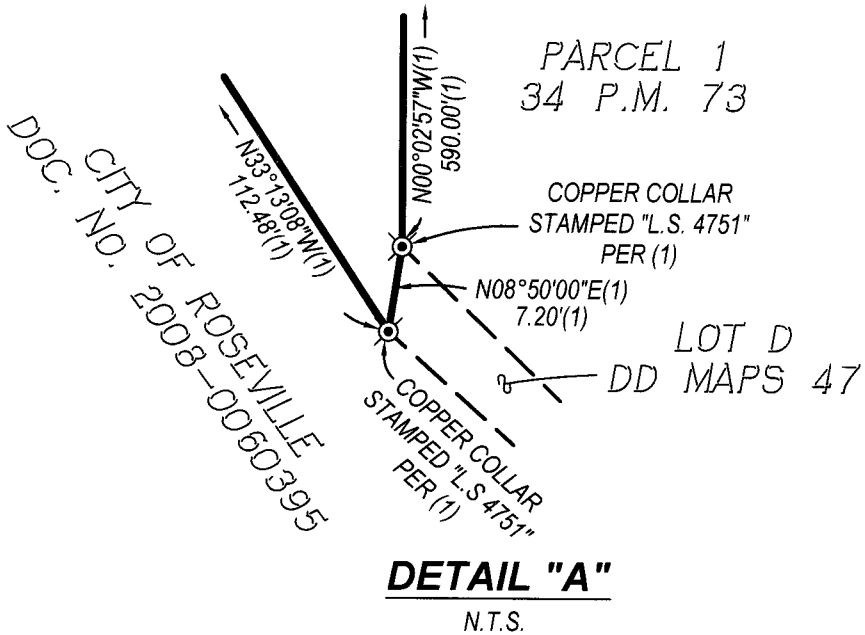


Cassie Elizabeth Kuehnau
NOTARY PUBLIC, STATE OF California
PRINT NAME Cassie Elizabeth Kuehnau

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY
MY COMMISSION NO. 2316023
MY COMMISSION EXPIRES December 16, 2023



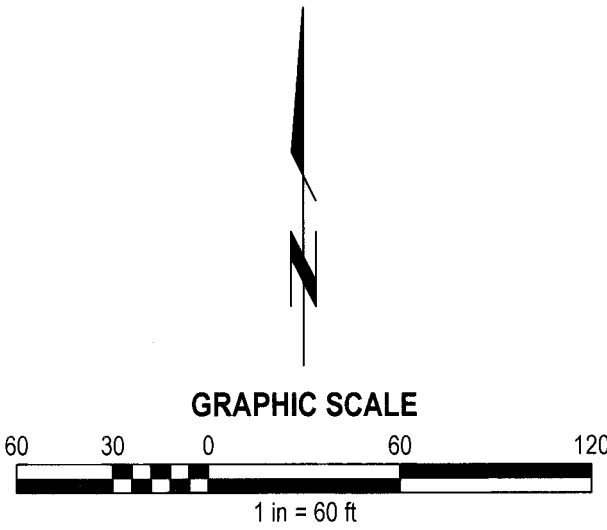
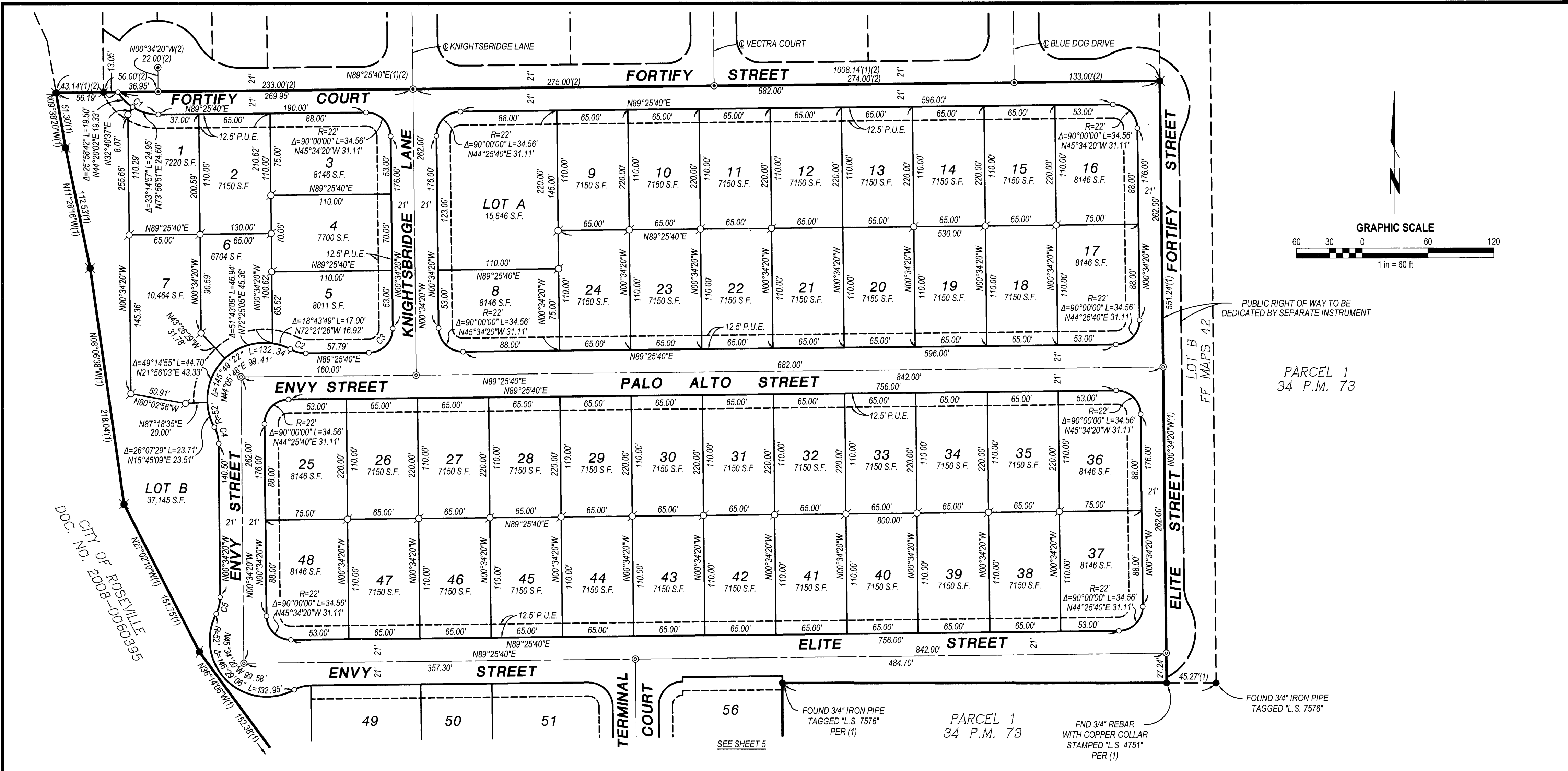
BASIS OF BEARINGS
THE MERIDIAN OF THIS SURVEY IS N89°25'40"E, ALONG THE NORTHERLY LINE OF LOT 5, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED, "CAMPUS OAKS MASTER PLAN LARGE LOT MAP" FILED IN BOOK FF OF MAPS, PAGE 42, PLACER COUNTY RECORDS, AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.



- LEGEND**
-DIMENSION POINT, NOTHING FOUND OR SET
 - ⊙SET 1" IRON PIPE WITH ALUMINUM CAP STAMPED "L.S. 9058"
 - ⊙SET BRONZE DISC STAMPED "L.S. 9058" SET IN CITY STANDARD WELL
 - ⊙FOUND BRONZE DISC STAMPED "L.S. 9058" IN CITY STANDARD WELL PER (2)
 - ⊙FOUND 1" GALVANIZED PIPE TAGGED "L.S. 7350" PER (1)
 -FOUND MONUMENT AS DESCRIBED HEREON
 - ⊙FOUND 3/4" REBAR AS DESCRIBED HEREON
 -FOUND 1" BRASS MONUMENT STAMPED "L.S. 4751" PER (1)
 - P.U.E.PUBLIC UTILITY EASEMENT
 - S.F.SQUARE FEET
 - (1)..... RECORD PER FF MAPS 42
 - (2)..... RECORD PER ____ MAPS ____ (CO-2)

- NOTES**
- TOTAL AREA OF THIS SUBDIVISION IS 15.880 ACRES, CREATING 62 RESIDENTIAL LOTS AND THREE LETTERED LOTS.
 - A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION HAS BEEN RECORDED AS DOCUMENT NO. **2022-0067372**
 - LOT CORNERS FRONTING ELITE STREET, ENVY STREET, FORTIFY COURT, FORTIFY STREET, KNIGHTSBRIDGE LANE, PALO ALTO STREET AND TERMINAL COURT SHALL BE WITNESSED BY A 1-1/4" CENTER-PUNCHED BRASS DISC STAMPED "L.S. 9058" SET 1.0 FEET FROM THE CORNER ON THE PROJECTED LOT LINE, EXCEPT AS SHOWN OTHERWISE.
 - LOT CORNERS ADJACENT TO WALLS SHALL BE WITNESSED BY A 1" IRON PIPE WITH ALUMINUM CAP STAMPED "L.S. 9058", SET ON PROPERTY LINE, 3.00 FEET FROM THE TRUE CORNER.
 - A SOILS REPORT PREPARED BY ENGEO INCORPORATED DATED AUGUST 30, 2021 IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT AS FILE NO. EN21-1122.

FINAL MAP
CAMPUS OAKS CO-3
SUBDIVISION NO. PL21-0070
BEING A SUBDIVISION OF LOT 5,
CAMPUS OAKS MASTER PLAN LARGE LOT MAP, FF MAPS 42
PLACER COUNTY OFFICIAL RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2022 SCALE: 1"=80'
MORTON & PITALO, INC.
SHEET 3 OF 5 SHEETS JOB NO. 130076



PUBLIC RIGHT OF WAY TO BE
DEDICATED BY SEPARATE INSTRUMENT

PARCEL 1
34 P.M. 73

PARCEL 1
34 P.M. 73

COURSE TABLE

- C1.....R=43' Δ=59°13'40" L=44.45'
N60°57'30"W 42.50'
- C2.....R=27.28' Δ=31°17'33" L=14.90'
N74°25'49"W 14.71'
- C3.....R=22' Δ=90°00'00" L=34.56'
N44°25'40"W 31.11'
- C4.....R=32' Δ=28°14'33" L=15.77'
N14°41'37"W 15.61'
- C5.....R=32' Δ=28°14'33" L=15.77'
N13°32'56"E 15.61'

NOTE

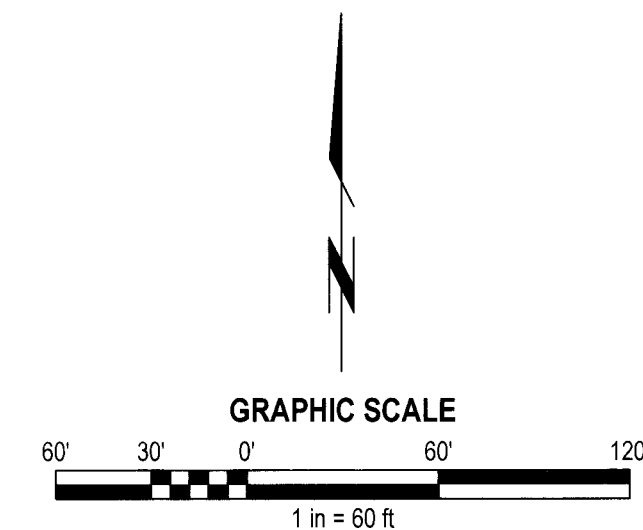
SEE SHEET 3 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

FINAL MAP
CAMPUS OAKS CO-3

SUBDIVISION NO. PL21-0070
BEING A SUBDIVISION OF LOT 5,
CAMPUS OAKS MASTER PLAN LARGE LOT MAP, FF MAPS 42
PLACER COUNTY OFFICIAL RECORDS
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2022 SCALE: 1"=60'
MORTON & PITALO, INC.

SHEET 4 OF 5 SHEETS JOB NO. 130076



C6..... $R=32^{\circ} \Delta=28^{\circ} 14'33'' L=15.77'$
 $N75^{\circ} 18'23'' E \ 15.61'$
 C7..... $R=329^{\circ} \Delta=8^{\circ} 28'20'' L=48.65'$
 $N03^{\circ} 39'50'' W \ 48.60'$
 C8..... $R=329^{\circ} \Delta=1^{\circ} 06'26'' L=6.36'$
 $N07^{\circ} 20'47'' E \ 6.36'$
 C9..... $R=371^{\circ} \Delta=10^{\circ} 19'00'' L=66.80'$
 $N04^{\circ} 35'10'' E \ 66.71'$
 C10..... $R=45^{\circ} \Delta=37^{\circ} 13'27'' L=29.24'$
 $N08^{\circ} 52'03'' W \ 28.72'$
 C11..... $R=43^{\circ} \Delta=14^{\circ} 37'13'' L=10.97'$
 $N20^{\circ} 10'11'' W \ 10.94'$
 L1..... $N00^{\circ} 34'20'' W \ 35.89'$
 L2..... $N00^{\circ} 34'20'' W \ 4.00'$

SEE SHEET 3 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

SHEET 5 OF 5 SHEETS JOB NO. 130076



COUNCIL COMMUNICATION

CC #: 3221
File #: 0721-02

Title: Veteran's Park Multi-Use Trail Gap - Reimbursement Agreement
Contact: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Reimbursement Agreement with JEN California 15, LLC, for the construction of a bike trail near Veteran's Memorial Park North.

BACKGROUND

A Reimbursement Agreement is needed to pay JEN California 15, LLC for constructing a Class 1 Bike Trail through the open space parcel W-50, Veteran's Memorial Park North. This trail closes the gap between the Veteran's Memorial Park North parking lot and the established Pleasant Grove Creek Trail. The cost to fully construct the trail is \$251,109.59.

FISCAL IMPACT

This project is funded by local transportation grant funds approved in a previous budget cycle. There is no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

Development of the trail was previously evaluated in the West Roseville Specific Plan EIR, certified on January 9, 2004 and SCH NO - 2002082057 and identified in the West Roseville Specific Plan. Based on results of an initial study, construction of the trail is found to be within the project covered by the West Roseville Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analysis of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Sierra Vista Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented during the design and construction of the West Roseville Specific Plan multi-use trail. Because the proposed project meets the requirements identified in the State

CEQA Guidelines Section 15183, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

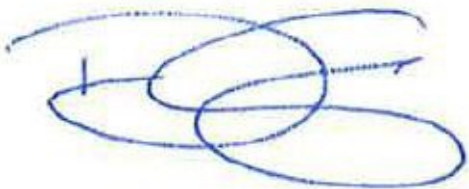
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Suzanne Engelke, Assistant Transportation Planner

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-066

Reimbursement Agreement

Map of Veterans Park Trail

RESOLUTION NO. 24-066

APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Reimbursement Agreement for the construction of a bike trail near Veteran's Memorial Park North, by and between the City of Roseville and JEN California 15, LLC, has been reviewed by the City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Veteran's Memorial Park Multi-Use Trail Gap)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY") and JEN California 15 LLC, a California limited liability company ("DEVELOPER"); and

W I T N E S S E T H:

A. CITY is the owner of a certain parcel of real property under development within the City of Roseville, located at: Veteran's Memorial Park North, 10021 Crocker Ranch in the North Roseville Specific Plan Parcel Number W-50 and described as Assessor's Parcels Number 017-117-039-000 (the "Property").

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit "A" and described within Exhibit "B," attached hereto and made part of this agreement ("Public Improvements").

C. CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately two hundred fifty-one thousand one hundred ten dollars (\$251,110) ("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "C," attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY and DEVELOPER as follows:

DEVELOPER	\$0
CITY	\$251,110
TOTAL	\$251,110

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered

with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different than contemplated in either Exhibit "A," "B" or

“C” as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER’s construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY’s right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

DEVELOPER’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The

defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit “A,” the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

<u>POLICY</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: \$2,000,000 each occurrence \$4,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Workers’ Compensation	Statutory
Automobile Liability	\$1,000,000 combined single limit

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

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER’s policy shall be primary and

noncontributory, as evidenced by a separate endorsement or section of the policy and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01

Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's

indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

10. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any

obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

11. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

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

14. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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 _____, 20____, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

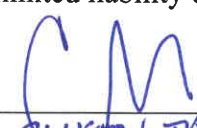
APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

JEN CALIFORNIA 15 LLC, a
a California limited liability company

BY:  _____
print name: CLAYTON TAYLOR
its: VICE PRESIDENT

and

BY: _____
print name: _____
its: _____

EXHIBIT "A"

EXHIBIT A
VETERAN'S PARK MULTI-USE TRAIL GAP PROJECT



EXHIBIT “B”

Exhibit B

Description

The Developer has agreed to install a multi-use paved trail from the Veteran's Memorial Park North parking lot to the existing Pleasant Grove Creek trail, located in the Open Space of Parcel W-50 just west of Crocker Ranch Road in the North Roseville Specific Plan.

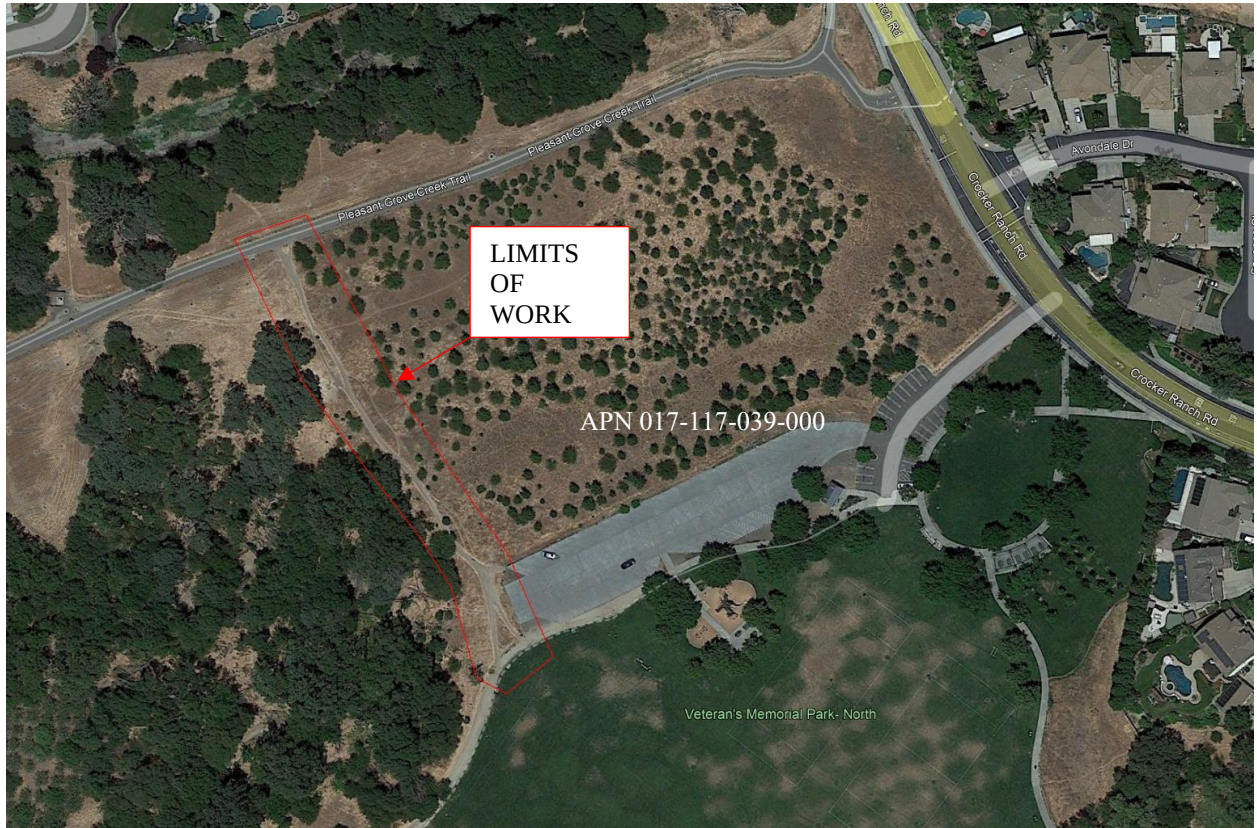
EXHIBIT “C”

Exhibit C

Costs

Bike Trail Construction	\$	180,974.27
Post and Cable Fencing	\$	20,182.50
Geotechnical Observation	\$	12,565.55
Civil Engineering and Staking	\$	30,073.40
<u>Management Fee 3%</u>	<u>\$</u>	<u>7,313.87</u>
Total	\$	251,109.59

EXHIBIT A
VETERAN'S PARK MULTI-USE TRAIL GAP PROJECT





COUNCIL COMMUNICATION

CC #: 3222
File #: 0800-02

Title: Comprehensive Proposition 218 Fees and Charges Compliance Assessment and Related Cost of Services Study - Professional Services Agreement Amendment
Contact: Daniel Leonardich 916-734-5341 dleonardich@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a First Amendment to Professional Services Agreement with Raftelis Financial Consultants, Inc., and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City of Roseville Environmental Utilities Department (EU) is a group of rate-based utilities that provide water, wastewater, recycled water, and solid waste services for residential, commercial, and industrial customers. It is the City's duty to provide responsible stewardship of these resources, and as such perform an occasional study to examine its rates, charges, compliance, and cost recovery/reimbursements periodically and recommend adjustments as necessary. The last study was completed in 2003.

Proposition 218 is the "Right to Vote on Taxes Act". This constitutional amendment protects taxpayers by limiting the methods by which local governments can create or increase taxes, fees, and charges without taxpayer consent. Proposition 218 requires voter approval prior to imposition or increase of general taxes, assessments, and certain user fees.

The City-owned utility operations require access to and have impacts on City streets. Water distribution and sewer collection pipes are installed in trenches located underneath streets. Refuse collection requires the use of large, heavy trucks on City streets which impacts street maintenance costs.

The City contracted with Raftelis Financial Consultants, Inc. in 2021 to assess compliance with Proposition 218 regarding payments by the Environmental Utilities (EU) Department to the City for road maintenance costs incurred by the City due to EU operations and services. While the initial phase of the assessment concluded in early 2022, the project's scope expanded to include comprehensive analysis of a year's worth of street maintenance data and evaluation of transit vehicle impacts, leading to unforeseen costs. An amendment is needed to cover increased

expenses incurred by the consultant, Raftelis Financial Consultants, Inc., and their sub-consultant in completing the project.

FISCAL IMPACT

Total compensation shall not exceed \$135,710 for this Professional Services Agreement, which includes the \$33,780 amendment addition. There are sufficient resources available in the approved FY2023-24 General Fund budgets to fund this Agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines § 15060(c) (3) and § 15378. Approval of this Professional Services Agreement Amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

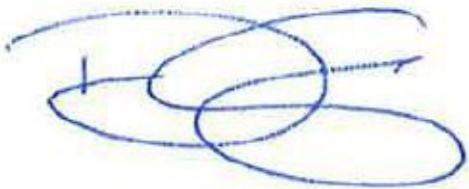
Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Daniel Leonardich, Management Analyst

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, appearing to be 'Dominick Casey', with a stylized, cursive script.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-067

Amendment

RESOLUTION NO. 24-067

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND RAFTELIS FINANCIAL
CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for a
comprehensive Proposition 218 fees and charges compliance assessment and related cost of
services studies, by and between the City of Roseville and Raftelis Financial Consultants, 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
and any other documents necessary to effectuate the purpose of the agreement, on behalf of the
City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Comprehensive Proposition 218 Fees and Charges Compliance
Assessment and Related Cost of Services Study

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 Raftelis Financial Consultants, Inc., a North Carolina corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 3, 2021 ("Agreement") consisting of a comprehensive Proposition 218 fees and charges compliance assessment and related cost of services studies ("Project"); and

WHEREAS, CITY desires to amend the Agreement to cover increased expenses; and

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay thirty-three thousand, seven hundred eighty dollars (\$33,780), to cover increased expenses. This brings the total not to exceed contract amount to one hundred thirty-five thousand seven hundred ten dollars (\$135,710)."

2. The Agreement is amended by adding an additional paragraph for compliance with AB334 to read as follows:

“21. Public Contracts: Conflicts of Interest. CONSULTANT’s duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.”

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

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

(SIGNATURES ON NEXT PAGE)

CITY OF ROSEVILLE, a
municipal corporation

RAFTELIS FINANCIAL CONSULTANTS,
INC., a North Carolina 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: **Jason Shykowski**
JASON SHYKOWSKI

Digitally signed by Jason Shykowski
Date: 2024.03.04 16:10:02 -08'00'

BY: Elaine Cortez
its: Executive Vice President

and

BY: Christine McIntyre
its: Chief Financial Officer





COUNCIL COMMUNICATION

CC #: 3237

File #: 0600

Title: Classification and Compensation Studies - Professional Services Agreement Amendment

Contact: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a First Amendment to Professional Services Agreement with Bryce HR Consulting, Inc. and authorize the City Manager to execute it.

BACKGROUND

The City entered into an agreement with Bryce HR Consulting, Inc. on June 20, 2022, to provide professional consultation services in the areas of employee classification and compensation. They have prepared detailed and complex analysis and data-driven spreadsheets efficiently based on historical knowledge of existing unique classifications and complex compensation plan benchmarks and internal relationships. Bryce HR Consulting, Inc., is able to provide explanations on past classification plan revisions and, based on that knowledge, more efficiently address City classification and compensation study requests and issues on an as-needed basis.

Due to an increase in succession planning and review of reorganization requests, in addition to ongoing classification plan updates, the number of classification and compensation studies increased in fiscal years 2022-23 and 2023-24. As such, an amendment is needed to cover the study and analysis costs.

FISCAL IMPACT

Total compensation shall not exceed \$93,645 for this professional services agreement, which includes the \$18,645 first amendment. There are sufficient resources available in the approved FY2023-24 General Fund budget to fund this amendment.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect change in the environment, or is otherwise not

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines § 15060(c) (3) and § 15378. Approval of this Professional Services Agreement Amendment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Chalyn Ferguson, Administrative Assistant

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-080

Amendment

RESOLUTION NO. 24-080

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND BRYCE HR CONSULTING, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for classification
and compensation studies, by and between the City of Roseville and Bryce HR Consulting, 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
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Classification and Compensation Studies

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 Bryce HR Consulting, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated June 20, 2022 ("Agreement") consisting of providing position review, classification and compensation study, and data collection to facilitate these services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services and CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay eighteen thousand, six hundred forty-five dollars (\$18,645), in consideration of the additional services to the First Amendment to Agreement. This

brings the total not to exceed contract amount to ninety-three thousand, six hundred forty-five dollars (\$93,645).”

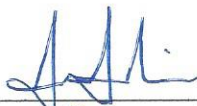
2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

BRYCE HR CONSULTING, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President

ATTEST:

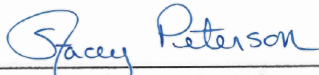
and
BY: 
its: Treasurer

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
STACEY PETERSON
Human Resources Director



COUNCIL COMMUNICATION

CC #: 3235
File #: 0307-01

Title: American National Red Cross Disaster Location - Facility Use Agreement
Contact: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Facility Use Agreement with the American National Red Cross (Red Cross) for use of the Maidu Community Center (MCC) as an emergency location for community shelter in the event of a disaster and/or a delivery location for disaster relief supplies and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

For several years the City of Roseville has worked closely with Placer County Health and Human Services and the Red Cross to coordinate use of the Maidu Community Center (MCC) as a designated shelter, as the MCC has been designated as an approved shelter site by Placer County's Site Assessment for Shelters.

On multiple occasions the City of Roseville's Emergency Management Team and Emergency Operations Center has activated the Maidu Community Center (MCC) as a shelter. Those activations were for situations such as heavy weather and rain forcing residents out of their home or a public safety situation where residents were not allowed to return to their home until the situation was clear and safe.

When the shelter at the MCC is activated during a disaster situation, City staff and Red Cross staff work in conjunction to ensure the appropriate services are being provided for residents.

FISCAL IMPACT

Red Cross would assume responsibility to provide goods and security if required. Cost of facility usage, City staff time, and custodial staff resources would be covered by the City in the event of a disaster. The impact to the General Fund is unknown, depending upon the length of time and the extent to which the facility would need to be used for these purposes.

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 Facility Use Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

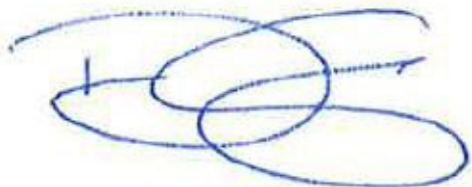
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Kristi LaRoche, Recreation Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-078

Red Cross Facility Agreement

RESOLUTION NO. 24-078

APPROVING A FACILITY USE AGREEMENT, BY AND BETWEEN THE AMERICAN NATIONAL RED CROSS AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Facility Use Agreement for the use of Maidu Community Center to provide services during a disaster, by and between The American National Red Cross and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager or his designee 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

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Roseville, Maidu Community Center
Address	1550 Maidu Dr. Roseville, CA 95661
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Supervisor on Duty 916-746-1274 Maidu Community Center Front Desk Monday-Friday 8am-5pm 916-774-5950
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	Gold Country Region
Chapter Address	1565 Exposition Blvd. Sacramento, CA 95815
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Robin Friedman, Regional Program Disaster Officer Work: 916 993 7079 Cell: 916 764 5746
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
Maidu Community Center 1550 Maidu Drive Roseville, CA 95661

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross, and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager will coordinate with law enforcement regarding any security and safety issues at the Facility, as he or she deems necessary and appropriate.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a Red Cross operations site in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Facility/Shelter Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:
- Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials:
 - The Red Cross will pay \$ 0 per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials:
10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
- Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):
- | | Owner Initials | Red Cross Initials |
|----------------|----------------|-----------------------------|
| Water | | <u> </u> |
| Gas | | <u> </u> |
| Electricity | | <u> </u> |
| Waste Disposal | | <u> </u> |
- The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
 - If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and

\$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross and the Owner shall each defend, indemnify, and save and hold harmless the other party and their officials, officers, employees, consultants, subcontractors, volunteers, and agents from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the Parties' willful misconduct or negligent act or omission while engaged in the performance of this Agreement, except those matters arising from the indemnifying party's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. The parties' responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full time period 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..
13. 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 attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
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. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
16. 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.
17. Term: The term of this Agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

The American National Red Cross

Legal Name



Robin Friedman

Regional Program Disaster Director

Title

1/25/24

Date



COUNCIL COMMUNICATION

CC #: 3220
File #: 0324-01

Title: Resolution Declaring Public Weeds and Rubbish a Public Nuisance - Setting a Public Hearing Date

Contact: Michael Bradley 916-774-5806 mbradley@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution declaring weeds, rubbish, dirt and/or rank growth within the City of Roseville on the parcels identified on the attached list (based on available City of Roseville GIS data at the time of the report) to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and the setting of the time and place for the required public hearing, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Fire Department manages a very proactive and effective annual Weed Abatement Program. Each year all vacant parcels are identified and property owners are notified of their obligation to maintain adequate fire breaks as a fire protection/prevention measure. The fire and life safety requirements for vegetation management are contained in the California Fire Code, which is enforced by the Roseville Fire Department. Property owners are given an opportunity to abate hazards that exist on their parcels. The City only conducts abatement activities on private parcels once the owner has failed to abate the hazard by a pre-determined date specified by the Fire Department. Abatement costs related to private properties are billed to the respective property owners. The notification, public hearing, and cost recovery processes are specified in Chapter 9.20 of the Roseville Municipal Code.

The public hearing will be scheduled for the City Council meeting on Wednesday, May 1, 2024.

FISCAL IMPACT

Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process. This item has no fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

The Weed Abatement Program involves minor alteration in the condition of the land, water, and/or vegetation and will not remove healthy, mature, scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community.

Respectfully Submitted,

Michael Bradley, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-065

Vacant Parcels by Street

Vacant Parcels by APN

Notice of Exemption

2024 SAMPLE Weed Abatement Letter

Public Notice 2024

RESOLUTION NO. 24 -065

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE DECLARING ALL WEEDS, DIRT, RUBBISH, AND/OR RANK GROWTHS WITHIN THE CITY OF ROSEVILLE TO BE A NUISANCE; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR RANK GROWTHS

WHEREAS, weeds, dirt, rubbish and rank growths are growing, located and existing on property within the City of Roseville and constitute a public nuisance; and

WHEREAS, it is the desire of the Council to cause the abatement of that nuisance by destruction or removal of such weeds, dirt, rubbish and rank growths.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Roseville as follows:

That all weeds, dirt, rubbish and rank growths growing, located or existing on the property within the City of Roseville described by Placer County Assessor's parcel numbers in the "weed, dirt, rubbish and rank growths abatement list – 2024", a copy of which is on file in the office of the City Clerk, are hereby declared to be a public nuisance.

1. That the Fire Chief of the City of Roseville is hereby ordered to give notice of the passage of this resolution and required by law stating, among other things, that unless such nuisance is be abated without delay of the destruction or removal of the weeds, dirt, rubbish and rank growths, the nuisance will be abated by the city authorities and the expenses thereof assessed upon the lots, parcels and lands from or on which such nuisance is abated.
2. That Wednesday, May 01, 2024 at 6:00 p.m. or as soon thereafter as the matter can be heard, in the Council Chambers in City Hall, 311 Vernon Street, Roseville, California, is hereby fixed as the time and place for hearing.
3. That the City Clerk is hereby directed to publish notice to destroy or remove those weeds, dirt, rubbish or rank growths declared therein to be a public nuisance at least twice in a newspaper published and circulated in the City of Roseville. The first publication of which shall be at least ten (10) days prior to the time fixed herein by this Council for hearing objections.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Weed Abatement 2024 – List of Parcels

Address	APN	Address	APN
900 ACADIA CT	498-280-041-000	2064 ARBOR RIDGE DR	498-230-069-000
901 ACADIA CT	498-280-032-000	2065 ARBOR RIDGE DR	498-230-009-000
908 ACADIA CT	498-280-040-000	2072 ARBOR RIDGE DR	498-230-068-000
909 ACADIA CT	498-280-033-000	2080 ARBOR RIDGE DR	498-230-067-000
916 ACADIA CT	498-280-039-000	5008 ASTEROID WY	498-360-050-000
917 ACADIA CT	498-280-034-000	5009 ASTEROID WY	498-360-053-000
924 ACADIA CT	498-280-038-000	5016 ASTEROID WY	498-360-049-000
925 ACADIA CT	498-280-035-000	5017 ASTEROID WY	498-360-054-000
932 ACADIA CT	498-280-037-000	5024 ASTEROID WY	498-360-048-000
933 ACADIA CT	498-280-036-000	5025 ASTEROID WY	498-360-055-000
532 ALOLA ST	013-053-015-000	5032 ASTEROID WY	498-360-047-000
335 ALTA VISTA AV	011-172-007-000	5033 ASTEROID WY	498-360-056-000
625 ALTA VISTA AV	011-181-006-000	5040 ASTEROID WY	498-360-046-000
1055 AMINGTON DR	490-360-003-000	5041 ASTEROID WY	498-360-057-000
4000 AMORUSO RANCH RD		5048 ASTEROID WY	498-360-045-000
4008 AMORUSO RANCH RD		5049 ASTEROID WY	498-360-058-000
4016 AMORUSO RANCH RD		5056 ASTEROID WY	498-360-044-000
4024 AMORUSO RANCH RD		5057 ASTEROID WY	498-360-059-000
4032 AMORUSO RANCH RD		5064 ASTEROID WY	498-360-043-000
4040 AMORUSO RANCH RD		5065 ASTEROID WY	498-360-060-000
4048 AMORUSO RANCH RD		5072 ASTEROID WY	498-360-042-000
4200 AMORUSO RANCH RD	017-480-027-000	5073 ASTEROID WY	498-360-061-000
4304 AMORUSO RANCH RD		5080 ASTEROID WY	498-360-041-000
4312 AMORUSO RANCH RD		5081 ASTEROID WY	498-360-062-000
4320 AMORUSO RANCH RD		5089 ASTEROID WY	498-360-063-000
4328 AMORUSO RANCH RD		5097 ASTEROID WY	498-360-064-000
4336 AMORUSO RANCH RD		5105 ASTEROID WY	498-360-065-000
4344 AMORUSO RANCH RD		5112 ASTEROID WY	498-360-100-000
4360 AMORUSO RANCH RD		5113 ASTEROID WY	498-360-066-000
4368 AMORUSO RANCH RD		5120 ASTEROID WY	498-360-099-000
4376 AMORUSO RANCH RD		5121 ASTEROID WY	498-360-067-000
4384 AMORUSO RANCH RD		5129 ASTEROID WY	498-360-068-000
4392 AMORUSO RANCH RD		5137 ASTEROID WY	498-360-069-000
1271 ANTELOPE CREEK DR	015-166-014-000	5145 ASTEROID WY	498-360-070-000
2001 ARBOR RIDGE DR	498-230-001-000	5153 ASTEROID WY	498-360-071-000
2016 ARBOR RIDGE DR	498-230-074-000	5160 ASTEROID WY	498-360-098-000
2024 ARBOR RIDGE DR	498-230-073-000	5161 ASTEROID WY	498-360-072-000
2032 ARBOR RIDGE DR	498-230-072-000	5168 ASTEROID WY	498-360-097-000
2033 ARBOR RIDGE DR	498-230-005-000	5169 ASTEROID WY	498-360-073-000
2041 ARBOR RIDGE DR	498-230-006-000	5176 ASTEROID WY	498-360-096-000
2048 ARBOR RIDGE DR	498-230-071-000	5177 ASTEROID WY	498-360-074-000
2049 ARBOR RIDGE DR	498-230-007-000	5184 ASTEROID WY	498-360-095-000
2056 ARBOR RIDGE DR	498-230-070-000	5192 ASTEROID WY	498-360-094-000
2057 ARBOR RIDGE DR	498-230-008-000	5200 ASTEROID WY	498-360-093-000

5208 ASTEROID WY	498-360-092-000	5041 BASALTO WY	498-380-007-000
3080 ASTRONOMER WY	496-630-035-000	5048 BASALTO WY	498-380-016-000
3081 ASTRONOMER WY	496-630-041-000	5049 BASALTO WY	498-380-006-000
3088 ASTRONOMER WY	496-630-036-000	5056 BASALTO WY	498-380-017-000
3089 ASTRONOMER WY	496-630-040-000	5057 BASALTO WY	498-380-005-000
3096 ASTRONOMER WY	496-630-037-000	5064 BASALTO WY	498-380-018-000
3104 ASTRONOMER WY	496-630-038-000	5065 BASALTO WY	498-380-004-000
3112 ASTRONOMER WY	496-630-039-000	5072 BASALTO WY	498-380-019-000
8000 ATKINSON ST	473-180-011-000	5073 BASALTO WY	498-380-003-000
904 ATLANTIC ST	013-012-002-000	5000 BASELINE RD	498-410-003-000
8650 AUBURN BL	471-080-003-000	5008 BASELINE RD	498-410-005-000
600 AURIGA PL	498-330-011-000	5040 BASELINE RD	498-410-004-000
608 AURIGA PL	498-330-010-000	5050 BASELINE RD	498-410-006-000
329½ B ST	014-033-024-000	5060 BASELINE RD	498-410-007-000
500 BANDON DUNES CT		5080 BASELINE RD	498-410-009-000
501 BANDON DUNES CT		5088 BASELINE RD	498-410-008-000
508 BANDON DUNES CT		5108 BASELINE RD	498-410-002-000
516 BANDON DUNES CT		5120 BASELINE RD	498-410-010-000
517 BANDON DUNES CT		5160 BASELINE RD	498-410-011-000
524 BANDON DUNES CT		5170 BASELINE RD	498-410-012-000
525 BANDON DUNES CT		5180 BASELINE RD	498-410-013-000
532 BANDON DUNES CT		5190 BASELINE RD	498-410-001-000
533 BANDON DUNES CT		5200 BASELINE RD	498-410-018-000
540 BANDON DUNES CT		5208 BASELINE RD	498-410-014-000
2009 BANDON DUNES DR		5240 BASELINE RD	498-410-015-000
2017 BANDON DUNES DR		5250 BASELINE RD	498-410-016-000
2024 BANDON DUNES DR		5260 BASELINE RD	498-410-017-000
2025 BANDON DUNES DR		5270 BASELINE RD	498-410-020-000
2033 BANDON DUNES DR		5280 BASELINE RD	498-410-019-000
2040 BANDON DUNES DR		5300 BASELINE RD	498-410-024-000
2041 BANDON DUNES DR		5320 BASELINE RD	498-410-025-000
2048 BANDON DUNES DR		5380 BASELINE RD	498-410-027-000
2049 BANDON DUNES DR		5400 BASELINE RD	498-410-026-000
2056 BANDON DUNES DR		5410 BASELINE RD	498-410-028-000
2057 BANDON DUNES DR		5750 BASELINE RD	499-010-100-000
2065 BANDON DUNES DR		5850 BASELINE RD	499-010-099-000
2072 BANDON DUNES DR		5900 BASELINE RD	499-010-081-000
2073 BANDON DUNES DR		6000 BASELINE RD	499-010-075-000
2081 BANDON DUNES DR		6200 BASELINE RD	499-010-074-000
2096 BANDON DUNES DR		6400 BASELINE RD	499-010-014-000
2097 BANDON DUNES DR		101 BAY HILL CT	
2104 BANDON DUNES DR		109 BAY HILL CT	
5001 BASALTO WY	498-380-012-000	117 BAY HILL CT	
5009 BASALTO WY	498-380-011-000	125 BAY HILL CT	
5017 BASALTO WY	498-380-010-000	133 BAY HILL CT	
5025 BASALTO WY	498-380-009-000	308 BEE BALM CT	498-230-080-000
5032 BASALTO WY	498-380-014-000	309 BEE BALM CT	498-230-075-000
5033 BASALTO WY	498-380-008-000	316 BEE BALM CT	498-230-079-000
5040 BASALTO WY	498-380-015-000	317 BEE BALM CT	498-230-076-000

324 BEE BALM CT	498-230-078-000	2033 BLUE COPPICE WY	498-300-065-000
325 BEE BALM CT	498-230-077-000	2040 BLUE COPPICE WY	
6292 BENCHMARK DR	496-610-002-000	2041 BLUE COPPICE WY	498-300-066-000
6339 BENCHMARK DR	496-610-004-000	2048 BLUE COPPICE WY	498-300-090-000
6456 BENCHMARK DR	496-610-001-000	2049 BLUE COPPICE WY	498-300-067-000
6457 BENCHMARK DR	496-610-003-000	2056 BLUE COPPICE WY	498-300-089-000
505 BERRY ST	015-100-031-000	2057 BLUE COPPICE WY	498-300-068-000
601 BERRY ST	015-100-066-000	2064 BLUE COPPICE WY	498-300-088-000
409 BETHPAGE CT		2072 BLUE COPPICE WY	498-300-087-000
417 BETHPAGE CT		2080 BLUE COPPICE WY	498-300-086-000
424 BETHPAGE CT		2088 BLUE COPPICE WY	498-300-085-000
425 BETHPAGE CT		2089 BLUE COPPICE WY	498-300-071-000
432 BETHPAGE CT		2096 BLUE COPPICE WY	498-300-084-000
433 BETHPAGE CT		2097 BLUE COPPICE WY	498-300-072-000
440 BETHPAGE CT		2104 BLUE COPPICE WY	498-300-083-000
441 BETHPAGE CT		2112 BLUE COPPICE WY	498-300-082-000
141 BIRCH ST	012-144-005-000	2120 BLUE COPPICE WY	498-300-081-000
9000 BLACK OPAL CI		2128 BLUE COPPICE WY	498-300-080-000
9001 BLACK OPAL CI		1431 BLUE OAKS BL	481-260-014-000
9008 BLACK OPAL CI		1451 BLUE OAKS BL	481-260-013-000
9009 BLACK OPAL CI		1475 BLUE OAKS BL	481-260-005-000
9016 BLACK OPAL CI		1485 BLUE OAKS BL	481-260-052-000
9017 BLACK OPAL CI		1490 BLUE OAKS BL	482-340-012-000
9025 BLACK OPAL CI		1533 BLUE OAKS BL	481-320-006-000
9033 BLACK OPAL CI		2151 BLUE OAKS BL	017-101-038-000
9041 BLACK OPAL CI		2190 BLUE OAKS BL	017-101-060-000
9049 BLACK OPAL CI		2451 BLUE OAKS BL	492-012-097-000
9057 BLACK OPAL CI		2860 BLUE OAKS BL	017-490-027-000
9064 BLACK OPAL CI		2880 BLUE OAKS BL	017-490-026-000
9065 BLACK OPAL CI		2930 BLUE OAKS BL	017-490-025-000
9073 BLACK OPAL CI		3040 BLUE OAKS BL	017-490-008-000
9081 BLACK OPAL CI		3260 BLUE OAKS BL	017-490-031-000
9104 BLACK OPAL CI		3000 BLUE OPAL CI	
9112 BLACK OPAL CI		3001 BLUE OPAL CI	
9120 BLACK OPAL CI		3008 BLUE OPAL CI	
100 BLACK SPUR CT		3009 BLUE OPAL CI	
101 BLACK SPUR CT		3016 BLUE OPAL CI	
108 BLACK SPUR CT		3017 BLUE OPAL CI	
109 BLACK SPUR CT		3024 BLUE OPAL CI	
116 BLACK SPUR CT		3025 BLUE OPAL CI	
117 BLACK SPUR CT		3033 BLUE OPAL CI	
3008 BLACK WALNUT WY	496-680-052-000	3041 BLUE OPAL CI	
2008 BLUE COPPICE WY	498-300-095-000	3049 BLUE OPAL CI	
2009 BLUE COPPICE WY	498-300-062-000	3057 BLUE OPAL CI	
2016 BLUE COPPICE WY	498-300-094-000	3064 BLUE OPAL CI	
2017 BLUE COPPICE WY	498-300-063-000	3065 BLUE OPAL CI	
2024 BLUE COPPICE WY	498-300-093-000	3073 BLUE OPAL CI	
2025 BLUE COPPICE WY	498-300-064-000	3088 BLUE OPAL CI	
2032 BLUE COPPICE WY		3096 BLUE OPAL CI	

3104 BLUE OPAL CI		2008 BRASS SPUR WY	
2000 BLUE SPUR DR		2016 BRASS SPUR WY	
2001 BLUE SPUR DR		2024 BRASS SPUR WY	
2008 BLUE SPUR DR		2032 BRASS SPUR WY	
2009 BLUE SPUR DR		2040 BRASS SPUR WY	
2016 BLUE SPUR DR		900 BREA CT	492-490-016-000
2017 BLUE SPUR DR		908 BREA CT	492-490-017-000
2024 BLUE SPUR DR		909 BREA CT	492-490-022-000
2025 BLUE SPUR DR		916 BREA CT	492-490-018-000
2032 BLUE SPUR DR		917 BREA CT	492-490-021-000
2033 BLUE SPUR DR		924 BREA CT	492-490-019-000
2040 BLUE SPUR DR		925 BREA CT	492-490-020-000
2041 BLUE SPUR DR		9041 BREA WY	492-490-028-000
2048 BLUE SPUR DR		9048 BREA WY	492-490-009-000
2049 BLUE SPUR DR		9049 BREA WY	492-490-027-000
2064 BLUE SPUR DR		9056 BREA WY	492-490-010-000
2001 BLUE STAR DR		9057 BREA WY	492-490-026-000
2009 BLUE STAR DR		9088 BREA WY	492-490-011-000
2017 BLUE STAR DR		9096 BREA WY	492-490-012-000
2033 BLUE STAR DR		9097 BREA WY	492-490-024-000
2041 BLUE STAR DR		9104 BREA WY	492-490-013-000
2049 BLUE STAR DR		9112 BREA WY	492-490-014-000
2057 BLUE STAR DR		9120 BREA WY	492-490-015-000
2065 BLUE STAR DR		300 CABOT CANYON CT	498-300-079-000
2073 BLUE STAR DR		301 CABOT CANYON CT	498-300-073-000
2081 BLUE STAR DR		308 CABOT CANYON CT	498-300-078-000
2097 BLUE STAR DR		309 CABOT CANYON CT	498-300-074-000
2105 BLUE STAR DR		316 CABOT CANYON CT	498-300-077-000
2113 BLUE STAR DR		317 CABOT CANYON CT	498-300-075-000
2145 BLUE STAR DR		325 CABOT CANYON CT	498-300-076-000
2153 BLUE STAR DR		1041 CAMARILLO DR	492-500-030-000
2161 BLUE STAR DR		1065 CAMARILLO DR	492-500-029-000
2169 BLUE STAR DR		305 CAMPO ST	011-182-010-000
2177 BLUE STAR DR		8000 CANDLEWICK RD	498-310-032-000
2185 BLUE STAR DR		8009 CANDLEWICK RD	498-320-013-000
2201 BLUE STAR DR		800 CANYONLAND CT	498-280-031-000
2209 BLUE STAR DR		808 CANYONLAND CT	498-280-030-000
2217 BLUE STAR DR		816 CANYONLAND CT	498-280-029-000
2225 BLUE STAR DR		824 CANYONLAND CT	498-280-028-000
2233 BLUE STAR DR		832 CANYONLAND CT	498-280-027-000
2241 BLUE STAR DR		4000 CANYONLAND DR	498-280-026-000
200 BONNY KNOLL RD	014-120-010-000	4008 CANYONLAND DR	498-280-025-000
200 BRASS SPUR CT		4016 CANYONLAND DR	498-280-024-000
201 BRASS SPUR CT		4024 CANYONLAND DR	498-280-023-000
208 BRASS SPUR CT		4032 CANYONLAND DR	498-280-022-000
209 BRASS SPUR CT		4040 CANYONLAND DR	498-280-021-000
216 BRASS SPUR CT		4048 CANYONLAND DR	498-270-058-000
217 BRASS SPUR CT		4056 CANYONLAND DR	498-270-057-000
2000 BRASS SPUR WY		4064 CANYONLAND DR	498-270-056-000

4072 CANYONLAND DR	498-270-055-000	7064 CARBONE DR	498-390-056-000
1033 CARABALLO DR	499-160-045-000	7065 CARBONE DR	498-390-040-000
1040 CARABALLO DR	499-160-064-000	7072 CARBONE DR	498-390-057-000
1041 CARABALLO DR	499-160-044-000	7073 CARBONE DR	498-390-039-000
1048 CARABALLO DR	499-160-065-000	1135 CELEBRATE DR	496-620-012-000
1049 CARABALLO DR	499-160-043-000	1200 CELEBRATE DR	496-650-050-000
1056 CARABALLO DR	499-160-066-000	1208 CELEBRATE DR	496-650-051-000
1057 CARABALLO DR	499-160-042-000	1216 CELEBRATE DR	496-650-052-000
1064 CARABALLO DR	499-160-067-000	1224 CELEBRATE DR	496-650-053-000
1072 CARABALLO DR	499-160-068-000	500 CENTER CT	013-030-011-000
1073 CARABALLO DR		501 CENTER CT	013-030-016-000
1088 CARABALLO DR		508 CENTER CT	013-030-012-000
1089 CARABALLO DR		509 CENTER CT	013-030-015-000
1096 CARABALLO DR		516 CENTER CT	013-030-013-000
1104 CARABALLO DR		517 CENTER CT	013-030-014-000
1112 CARABALLO DR		124 CENTER ST	013-022-047-000
1120 CARABALLO DR		405 CHURCH ST	012-152-011-000
1128 CARABALLO DR		600 CHURCH ST	012-144-010-000
1136 CARABALLO DR		1000 CHURCH ST	012-171-031-000
1137 CARABALLO DR		1004 CHURCH ST	012-171-030-000
1144 CARABALLO DR		1008 CHURCH ST	012-171-029-000
1152 CARABALLO DR		1012 CHURCH ST	012-171-013-000
1153 CARABALLO DR		1110 CHURCH ST	012-185-024-000
1160 CARABALLO DR		1118 CHURCH ST	012-185-012-000
1168 CARABALLO DR		823 CIRBY WY	471-010-009-000
1169 CARABALLO DR		823 CIRBY WY	471-010-006-000
1176 CARABALLO DR		823 CIRBY WY	471-010-003-000
1184 CARABALLO DR		823 CIRBY WY	471-010-005-000
1192 CARABALLO DR		1021 CIRBY WY	471-190-046-000
1200 CARABALLO DR		800 CLIFF CT	
1201 CARABALLO DR		801 CLIFF CT	
1208 CARABALLO DR		808 CLIFF CT	
1209 CARABALLO DR		809 CLIFF CT	
1216 CARABALLO DR		816 CLIFF CT	
1217 CARABALLO DR		817 CLIFF CT	
7000 CARBONE DR	498-390-048-000	824 CLIFF CT	
7008 CARBONE DR	498-390-049-000	825 CLIFF CT	
7016 CARBONE DR	498-390-050-000	301 CLIFTON CT	
7017 CARBONE DR	498-390-046-000	308 CLIFTON CT	
7024 CARBONE DR	498-390-051-000	309 CLIFTON CT	
7025 CARBONE DR	498-390-045-000	316 CLIFTON CT	
7032 CARBONE DR	498-390-052-000	317 CLIFTON CT	
7033 CARBONE DR	498-390-044-000	324 CLIFTON CT	
7040 CARBONE DR	498-390-053-000	325 CLIFTON CT	
7041 CARBONE DR	498-390-043-000	3000 COMET DR	
7048 CARBONE DR	498-390-054-000	250 CONFERENCE CENTER DR	363-011-013-000
7049 CARBONE DR	498-390-042-000	251 CONFERENCE CENTER DR	363-011-097-000
7056 CARBONE DR	498-390-055-000	290 CONFERENCE CENTER DR	363-480-005-000
7057 CARBONE DR	498-390-041-000	300 CONFERENCE CENTER DR	363-480-001-000

310 CONFERENCE CENTER DR	363-480-002-000	249 CREEKVIEW CT	496-660-020-000
320 CONFERENCE CENTER DR	363-480-004-000	257 CREEKVIEW CT	496-660-021-000
330 CONFERENCE CENTER DR	363-480-003-000	265 CREEKVIEW CT	496-660-022-000
350 CONFERENCE CENTER DR	363-480-006-000	3008 CREEKVIEW DR	496-660-029-000
2416 CONSTELLATION CI	498-330-027-000	3016 CREEKVIEW DR	496-660-030-000
2417 CONSTELLATION CI	498-330-050-000	3056 CREEKVIEW DR	496-660-038-000
2432 CONSTELLATION CI	498-330-024-000	3080 CREEKVIEW DR	496-650-027-000
2433 CONSTELLATION CI	498-330-058-000	400 CRESCENT MOON CT	496-660-031-000
2440 CONSTELLATION CI	498-330-023-000	401 CRESCENT MOON CT	496-660-037-000
2441 CONSTELLATION CI	498-330-059-000	408 CRESCENT MOON CT	496-660-032-000
2449 CONSTELLATION CI	498-330-060-000	409 CRESCENT MOON CT	496-660-036-000
2456 CONSTELLATION CI	498-330-020-000	416 CRESCENT MOON CT	496-660-033-000
2457 CONSTELLATION CI	498-330-061-000	417 CRESCENT MOON CT	496-660-035-000
2465 CONSTELLATION CI	498-330-062-000	424 CRESCENT MOON CT	496-660-034-000
2472 CONSTELLATION CI	498-330-019-000	425 CRESCENT MOON CT	496-650-023-000
2473 CONSTELLATION CI	498-330-063-000	432 CRESCENT MOON CT	496-650-019-000
2481 CONSTELLATION CI	498-330-064-000	433 CRESCENT MOON CT	496-650-022-000
2488 CONSTELLATION CI	498-330-016-000	440 CRESCENT MOON CT	496-650-020-000
2489 CONSTELLATION CI	498-330-065-000	441 CRESCENT MOON CT	496-650-021-000
2497 CONSTELLATION CI	498-330-066-000	210 D ST	014-042-007-000
2504 CONSTELLATION CI	498-330-015-000	500 DEREK PL	015-350-005-000
2505 CONSTELLATION CI	498-330-067-000	401 DESERT ELFIN CT	498-300-003-000
2513 CONSTELLATION CI	498-330-068-000	405 DESERT ELFIN CT	498-300-004-000
2520 CONSTELLATION CI	498-330-012-000	409 DESERT ELFIN CT	498-300-005-000
2536 CONSTELLATION CI	498-330-009-000	413 DESERT ELFIN CT	498-300-006-000
2544 CONSTELLATION CI	498-330-008-000	417 DESERT ELFIN CT	498-300-007-000
2552 CONSTELLATION CI	498-330-007-000	421 DESERT ELFIN CT	498-300-008-000
2553 CONSTELLATION CI	498-330-069-000	425 DESERT ELFIN CT	498-300-009-000
2560 CONSTELLATION CI	498-330-006-000	429 DESERT ELFIN CT	498-300-010-000
2561 CONSTELLATION CI	498-330-070-000	433 DESERT ELFIN CT	498-300-011-000
2568 CONSTELLATION CI	498-330-005-000	437 DESERT ELFIN CT	498-300-012-000
2569 CONSTELLATION CI	498-330-071-000	440 DESERT ELFIN CT	498-300-021-000
2576 CONSTELLATION CI	498-330-004-000	441 DESERT ELFIN CT	498-300-013-000
2577 CONSTELLATION CI	498-330-072-000	444 DESERT ELFIN CT	498-300-020-000
2585 CONSTELLATION CI	498-330-073-000	445 DESERT ELFIN CT	498-300-014-000
2593 CONSTELLATION CI	498-330-074-000	448 DESERT ELFIN CT	498-300-019-000
2601 CONSTELLATION CI	498-330-075-000	449 DESERT ELFIN CT	498-300-015-000
600 CORDUROY CT	496-650-044-000	452 DESERT ELFIN CT	498-300-018-000
601 CORDUROY CT	496-650-049-000	453 DESERT ELFIN CT	498-300-016-000
609 CORDUROY CT	496-650-048-000	457 DESERT ELFIN CT	498-300-017-000
617 CORDUROY CT	496-650-047-000	120 DIAMOND CREEK PL	482-420-002-000
1100 COTTONWOOD DR	469-110-031-000	551 DIAMOND OAKS RD	363-011-058-000
3801 COUNTRY CLUB DR	017-380-013-000	4000 DIVERGE DR	496-650-028-000
4684 CRAWFORD PW	492-500-086-000	4001 DIVERGE DR	496-650-043-000
209 CREEKVIEW CT	496-660-015-000	4008 DIVERGE DR	496-650-029-000
217 CREEKVIEW CT	496-660-016-000	4016 DIVERGE DR	496-650-030-000
225 CREEKVIEW CT	496-660-017-000	4017 DIVERGE DR	496-650-042-000
233 CREEKVIEW CT	496-660-018-000	4024 DIVERGE DR	496-650-031-000
241 CREEKVIEW CT	496-660-019-000	4032 DIVERGE DR	496-650-032-000

4033 DIVERGE DR	496-650-041-000	7057 EL CERRITO WY	492-490-087-000
4040 DIVERGE DR	496-650-033-000	7065 EL CERRITO WY	492-490-086-000
4041 DIVERGE DR	496-650-040-000	7073 EL CERRITO WY	492-490-085-000
4048 DIVERGE DR	496-650-034-000	7081 EL CERRITO WY	492-490-084-000
4049 DIVERGE DR	496-650-039-000	7088 EL CERRITO WY	492-490-060-000
4056 DIVERGE DR	496-650-035-000	7089 EL CERRITO WY	492-490-083-000
4057 DIVERGE DR	496-650-038-000	7096 EL CERRITO WY	492-490-061-000
906 DOUGLAS BL	014-113-049-000	7097 EL CERRITO WY	492-490-082-000
1009 DOUGLAS BL	013-192-036-000	7105 EL CERRITO WY	492-490-081-000
1017 DOUGLAS BL	013-194-027-000	7113 EL CERRITO WY	492-490-080-000
1600 DOUGLAS BL	014-450-041-000	7121 EL CERRITO WY	492-490-079-000
1600 DOUGLAS BL	014-450-053-000	7129 EL CERRITO WY	492-490-078-000
1905 DOUGLAS BL	048-011-005-000	7136 EL CERRITO WY	492-490-062-000
2130 DOUGLAS BL	048-420-013-000	7137 EL CERRITO WY	492-490-077-000
1411 E ROSEVILLE PW	456-010-073-000	7144 EL CERRITO WY	492-490-063-000
408 EARL AV	014-252-003-000	7145 EL CERRITO WY	492-490-076-000
3720 EARL RUSH DR	498-330-091-000	7152 EL CERRITO WY	492-490-064-000
220 EAST ST	013-024-023-000	7153 EL CERRITO WY	492-490-075-000
401 EAST ST	013-030-020-000	7160 EL CERRITO WY	492-490-065-000
405 EAST ST	013-030-019-000	7161 EL CERRITO WY	492-490-074-000
407 EAST ST	013-030-018-000	7168 EL CERRITO WY	492-490-066-000
409 EAST ST	013-030-017-000	7169 EL CERRITO WY	492-490-073-000
1001 EDWINA JUSTUS LP	011-147-016-000	7176 EL CERRITO WY	492-490-067-000
1003 EDWINA JUSTUS LP	011-147-017-000	7177 EL CERRITO WY	492-490-072-000
1005 EDWINA JUSTUS LP	011-147-018-000	7184 EL CERRITO WY	492-490-068-000
1007 EDWINA JUSTUS LP	011-147-019-000	7185 EL CERRITO WY	492-490-071-000
1009 EDWINA JUSTUS LP	011-147-020-000	7192 EL CERRITO WY	492-490-069-000
1010 EDWINA JUSTUS LP	011-147-033-000	7193 EL CERRITO WY	492-490-070-000
1011 EDWINA JUSTUS LP	011-147-021-000	7200 EL CERRITO WY	492-490-023-000
1013 EDWINA JUSTUS LP	011-147-022-000	300 ELEFA ST	011-092-010-000
1015 EDWINA JUSTUS LP	011-147-023-000	1016 ELITE ST	481-390-001-000
1017 EDWINA JUSTUS LP	011-147-024-000	1056 ELITE ST	481-390-005-000
1019 EDWINA JUSTUS LP	011-147-025-000	1064 ELITE ST	481-390-006-000
1021 EDWINA JUSTUS LP	011-147-026-000	1065 ELITE ST	481-390-020-000
1023 EDWINA JUSTUS LP	011-147-027-000	1072 ELITE ST	481-390-007-000
1025 EDWINA JUSTUS LP	011-147-028-000	113 ELM ST	012-172-020-000
1026 EDWINA JUSTUS LP	011-147-032-000	116 ELM ST	012-142-018-000
1027 EDWINA JUSTUS LP	011-147-029-000	262 ELM ST	012-132-047-000
1029 EDWINA JUSTUS LP	011-147-030-000	5000 ENVY ST	481-390-008-000
1031 EDWINA JUSTUS LP	011-147-031-000	5008 ENVY ST	481-390-009-000
7001 EL CERRITO WY	492-490-094-000	5009 ENVY ST	481-390-015-000
7009 EL CERRITO WY	492-490-093-000	5016 ENVY ST	481-390-010-000
7017 EL CERRITO WY	492-490-092-000	5017 ENVY ST	481-390-014-000
7025 EL CERRITO WY	492-490-091-000	5024 ENVY ST	481-390-011-000
7033 EL CERRITO WY	492-490-090-000	5025 ENVY ST	481-390-013-000
7041 EL CERRITO WY	492-490-089-000	5032 ENVY ST	481-390-012-000
7048 EL CERRITO WY	492-490-045-000	5048 ENVY ST	481-380-025-000
7049 EL CERRITO WY	492-490-088-000	5049 ENVY ST	481-380-007-000
7056 EL CERRITO WY	492-490-046-000	5057 ENVY ST	481-380-006-000

5065 ENVY ST	481-380-005-000	4096 FLATHEAD DR	
5072 ENVY ST	481-380-026-000	4097 FLATHEAD DR	
1513 EUREKA RD	048-013-013-000	4105 FLATHEAD DR	
10435 FAIRWAY DR	017-123-020-000	4112 FLATHEAD DR	
10521 FAIRWAY DR	357-150-005-000	4113 FLATHEAD DR	
10537 FAIRWAY DR	357-150-012-000	4121 FLATHEAD DR	
10553 FAIRWAY DR	357-150-011-000	4128 FLATHEAD DR	
10561 FAIRWAY DR	357-150-010-000	4129 FLATHEAD DR	
10577 FAIRWAY DR	357-150-009-000	4137 FLATHEAD DR	
300 FEEZER PL	498-290-027-000	4145 FLATHEAD DR	
301 FEEZER PL	498-290-024-000	4153 FLATHEAD DR	
308 FEEZER PL	498-290-026-000	4160 FLATHEAD DR	
309 FEEZER PL	498-290-023-000	4161 FLATHEAD DR	
316 FEEZER PL	498-290-025-000	4168 FLATHEAD DR	
317 FEEZER PL	498-290-022-000	4169 FLATHEAD DR	
4851 FIDDYMENT RD	492-013-002-000	4176 FLATHEAD DR	
4951 FIDDYMENT RD	492-013-006-000	4177 FLATHEAD DR	
5251 FIDDYMENT RD	017-117-097-000	4184 FLATHEAD DR	
5300 FIDDYMENT RD	017-101-059-000	7631 FOOTHILLS BL	017-232-033-000
6802 FIDDYMENT RD	498-370-007-000	7731 FOOTHILLS BL	017-232-042-000
6808 FIDDYMENT RD	498-370-008-000	7751 FOOTHILLS BL	017-232-043-000
6810 FIDDYMENT RD	498-370-009-000	7801 FOOTHILLS BL	017-232-040-000
6816 FIDDYMENT RD	498-370-010-000	7851 FOOTHILLS BL	017-232-041-000
6824 FIDDYMENT RD	498-370-011-000	8701 FOOTHILLS BL	017-232-005-000
6828 FIDDYMENT RD	498-370-012-000	8801 FOOTHILLS BL	017-232-037-000
6872 FIDDYMENT RD	498-010-021-000	8808 FOOTHILLS BL	481-260-049-000
426 FIFTH ST	014-041-016-000	8901 FOOTHILLS BL	017-232-006-000
435 FIFTH ST	014-061-039-000	9070 FOOTHILLS BL	481-260-048-000
115 FIG ST	012-171-022-000	10019 FOOTHILLS BL	017-250-010-000
213 FIG ST	012-162-009-000	10021 FOOTHILLS BL	017-250-019-000
246 FIG ST	012-134-031-000	10191 FOOTHILLS BL	485-080-005-000
508 FLANNEL CT	496-660-039-000	10198 FOOTHILLS BL	017-250-076-000
509 FLANNEL CT	496-650-026-000	300 FORTIFY CT	481-370-053-000
516 FLANNEL CT	496-650-024-000	301 FORTIFY CT	481-380-003-000
517 FLANNEL CT	496-650-025-000	4001 FORTIFY ST	481-370-052-000
208 FLAT PLAINS CT		4024 FORTIFY ST	481-380-010-000
209 FLAT PLAINS CT		700 FOUNTAIN CT	
216 FLAT PLAINS CT		708 FOUNTAIN CT	
4032 FLATHEAD DR		709 FOUNTAIN CT	
4033 FLATHEAD DR		716 FOUNTAIN CT	
4041 FLATHEAD DR		717 FOUNTAIN CT	
4048 FLATHEAD DR		724 FOUNTAIN CT	
4049 FLATHEAD DR		725 FOUNTAIN CT	
4057 FLATHEAD DR		732 FOUNTAIN CT	
4064 FLATHEAD DR		733 FOUNTAIN CT	
4065 FLATHEAD DR		740 FOUNTAIN CT	
4080 FLATHEAD DR		741 FOUNTAIN CT	
4081 FLATHEAD DR		501 FOXTAIL CT	
4089 FLATHEAD DR		509 FOXTAIL CT	

516 FOXTAIL CT		4009 GOLD BEAM WY	498-420-019-000
517 FOXTAIL CT		4017 GOLD BEAM WY	498-420-020-000
524 FOXTAIL CT		4025 GOLD BEAM WY	498-420-021-000
525 FOXTAIL CT		4033 GOLD BEAM WY	498-420-022-000
532 FOXTAIL CT		4040 GOLD BEAM WY	498-420-116-000
533 FOXTAIL CT		4041 GOLD BEAM WY	498-420-023-000
540 FOXTAIL CT		4048 GOLD BEAM WY	498-420-115-000
541 FOXTAIL CT		4056 GOLD BEAM WY	498-420-114-000
548 FOXTAIL CT		4064 GOLD BEAM WY	498-420-113-000
556 FOXTAIL CT		4072 GOLD BEAM WY	498-420-112-000
3000 FOXTAIL WY		4080 GOLD BEAM WY	498-420-111-000
3008 FOXTAIL WY		4088 GOLD BEAM WY	498-420-110-000
3016 FOXTAIL WY		4096 GOLD BEAM WY	498-420-109-000
3017 FOXTAIL WY		4104 GOLD BEAM WY	498-420-108-000
3024 FOXTAIL WY		4112 GOLD BEAM WY	498-420-107-000
3025 FOXTAIL WY		4120 GOLD BEAM WY	498-420-106-000
1698 FREEDOM WY	363-022-025-000	4128 GOLD BEAM WY	498-420-105-000
1720 FREEDOM WY	363-022-030-000	4136 GOLD BEAM WY	498-420-104-000
1726 FREEDOM WY	363-022-031-000	4144 GOLD BEAM WY	498-420-103-000
1730 FREEDOM WY	363-022-032-000	4152 GOLD BEAM WY	498-420-102-000
1741 FREEDOM WY	363-022-018-000	4160 GOLD BEAM WY	498-420-101-000
2000 FREEDOM WY	017-123-080-000	400 GOLDEN PLAINS CT	
2100 FREEDOM WY	017-123-081-000	408 GOLDEN PLAINS CT	
2200 FREEDOM WY	017-123-090-000	409 GOLDEN PLAINS CT	
7001 GALILEE RD	017-410-043-000	416 GOLDEN PLAINS CT	
7100 GALILEE RD	017-410-085-000	1000 GRANITO WY	498-400-044-000
6101 GARLAND WY	496-020-020-000	1001 GRANITO WY	498-400-027-000
2001 GENTLE RAIN DR		1008 GRANITO WY	498-400-043-000
2009 GENTLE RAIN DR		1009 GRANITO WY	498-400-028-000
2017 GENTLE RAIN DR		1016 GRANITO WY	498-400-042-000
2025 GENTLE RAIN DR		1017 GRANITO WY	498-400-029-000
2090 GENTLE RAIN DR	017-470-037-000	1024 GRANITO WY	498-400-041-000
2091 GENTLE RAIN DR	017-480-077-000	1025 GRANITO WY	498-400-030-000
2151 GENTLE RAIN DR	017-480-015-000	1033 GRANITO WY	498-400-031-000
201 GIBSON DR	363-011-042-000	125 GRAPE ST	012-185-029-000
246 GIBSON DR	361-230-024-000	500 GRAZING RANCH CT	
540 GIBSON DR	363-011-007-000	508 GRAZING RANCH CT	
556 GIBSON DR	363-011-005-000	516 GRAZING RANCH CT	
564 GIBSON DR	363-011-003-000	517 GRAZING RANCH CT	
572 GIBSON DR	363-011-004-000	6001 GRAZING RANCH RD	
580 GIBSON DR	363-011-002-000	6009 GRAZING RANCH RD	
3000 GLACIER BAY WY	498-280-015-000	6017 GRAZING RANCH RD	
3001 GLACIER BAY WY	498-280-016-000	6025 GRAZING RANCH RD	
3009 GLACIER BAY WY	498-280-017-000	6033 GRAZING RANCH RD	
400 GOLD BEAM PL	498-420-100-000	6040 GRAZING RANCH RD	
408 GOLD BEAM PL	498-420-099-000	6041 GRAZING RANCH RD	
416 GOLD BEAM PL	498-420-098-000	6048 GRAZING RANCH RD	
4001 GOLD BEAM WY	498-420-018-000	6049 GRAZING RANCH RD	
4008 GOLD BEAM WY	498-420-120-000	6056 GRAZING RANCH RD	

6057 GRAZING RANCH RD		7136 GREAT COPPER ST	498-310-089-000
6064 GRAZING RANCH RD		7137 GREAT COPPER ST	498-310-068-000
6065 GRAZING RANCH RD		7144 GREAT COPPER ST	498-310-088-000
6072 GRAZING RANCH RD		7145 GREAT COPPER ST	498-310-069-000
6080 GRAZING RANCH RD		7152 GREAT COPPER ST	498-310-087-000
6088 GRAZING RANCH RD		7153 GREAT COPPER ST	498-310-070-000
6096 GRAZING RANCH RD		7160 GREAT COPPER ST	498-310-086-000
6104 GRAZING RANCH RD		7161 GREAT COPPER ST	498-310-071-000
6112 GRAZING RANCH RD		7168 GREAT COPPER ST	498-310-085-000
6128 GRAZING RANCH RD		7169 GREAT COPPER ST	498-310-072-000
6136 GRAZING RANCH RD		7176 GREAT COPPER ST	498-310-084-000
6144 GRAZING RANCH RD		7177 GREAT COPPER ST	498-310-073-000
6152 GRAZING RANCH RD		7184 GREAT COPPER ST	498-310-083-000
6160 GRAZING RANCH RD		7185 GREAT COPPER ST	498-310-074-000
6168 GRAZING RANCH RD		7192 GREAT COPPER ST	498-310-082-000
6176 GRAZING RANCH RD		7193 GREAT COPPER ST	498-310-075-000
6184 GRAZING RANCH RD		7200 GREAT COPPER ST	498-310-081-000
6280 GRAZING RANCH RD		7201 GREAT COPPER ST	498-310-076-000
6288 GRAZING RANCH RD		7208 GREAT COPPER ST	498-310-080-000
6296 GRAZING RANCH RD		7209 GREAT COPPER ST	498-310-077-000
6304 GRAZING RANCH RD		7216 GREAT COPPER ST	498-310-079-000
7000 GREAT COPPER ST	498-310-105-000	7232 GREAT COPPER ST	498-310-078-000
7008 GREAT COPPER ST	498-310-104-000	7240 GREAT COPPER ST	498-320-012-000
7016 GREAT COPPER ST	498-310-103-000	7241 GREAT COPPER ST	498-320-014-000
7024 GREAT COPPER ST	498-310-102-000	7248 GREAT COPPER ST	498-320-011-000
7040 GREAT COPPER ST	498-310-101-000	7249 GREAT COPPER ST	498-320-015-000
7041 GREAT COPPER ST	498-310-056-000	7256 GREAT COPPER ST	498-320-010-000
7048 GREAT COPPER ST	498-310-100-000	7257 GREAT COPPER ST	498-320-016-000
7049 GREAT COPPER ST	498-310-057-000	7264 GREAT COPPER ST	498-320-009-000
7056 GREAT COPPER ST	498-310-099-000	7265 GREAT COPPER ST	498-320-017-000
7057 GREAT COPPER ST	498-310-058-000	7272 GREAT COPPER ST	498-320-008-000
7064 GREAT COPPER ST	498-310-098-000	7273 GREAT COPPER ST	498-320-018-000
7065 GREAT COPPER ST	498-310-059-000	7280 GREAT COPPER ST	498-320-007-000
7072 GREAT COPPER ST	498-310-097-000	7281 GREAT COPPER ST	498-320-019-000
7073 GREAT COPPER ST	498-310-060-000	7288 GREAT COPPER ST	498-320-006-000
7080 GREAT COPPER ST	498-310-096-000	7289 GREAT COPPER ST	498-320-020-000
7081 GREAT COPPER ST	498-310-061-000	7296 GREAT COPPER ST	498-320-005-000
7088 GREAT COPPER ST	498-310-095-000	7304 GREAT COPPER ST	498-320-004-000
7089 GREAT COPPER ST	498-310-062-000	7312 GREAT COPPER ST	498-320-003-000
7096 GREAT COPPER ST	498-310-094-000	7320 GREAT COPPER ST	498-320-002-000
7097 GREAT COPPER ST	498-310-063-000	7328 GREAT COPPER ST	498-320-001-000
7104 GREAT COPPER ST	498-310-093-000	5057 GREEN FEATHER WY	
7105 GREAT COPPER ST	498-310-064-000	5065 GREEN FEATHER WY	
7112 GREAT COPPER ST	498-310-092-000	5073 GREEN FEATHER WY	
7113 GREAT COPPER ST	498-310-065-000	5250 GREEN FEATHER WY	017-480-066-000
7120 GREAT COPPER ST	498-310-091-000	5251 GREEN FEATHER WY	017-470-055-000
7121 GREAT COPPER ST	498-310-066-000	5330 GREEN FEATHER WY	017-470-036-000
7128 GREAT COPPER ST	498-310-090-000	5331 GREEN FEATHER WY	017-470-048-000
7129 GREAT COPPER ST	498-310-067-000	600 GREEN SPUR CT	

601 GREEN SPUR CT		4016 HORSE TRAIL RD	498-310-002-000
608 GREEN SPUR CT		4017 HORSE TRAIL RD	498-310-055-000
609 GREEN SPUR CT		4024 HORSE TRAIL RD	498-310-001-000
616 GREEN SPUR CT		601 IMPERIAL CT	
617 GREEN SPUR CT		608 IMPERIAL CT	
1144 GUNNISON DR	498-270-007-000	609 IMPERIAL CT	
1152 GUNNISON DR	498-270-006-000	616 IMPERIAL CT	
1153 GUNNISON DR	498-270-054-000	617 IMPERIAL CT	
1160 GUNNISON DR	498-270-005-000	624 IMPERIAL CT	
1168 GUNNISON DR	498-270-004-000	625 IMPERIAL CT	
1176 GUNNISON DR	498-270-003-000	632 IMPERIAL CT	
1177 GUNNISON DR	498-270-062-000	633 IMPERIAL CT	
1184 GUNNISON DR	498-270-002-000	640 IMPERIAL CT	
1185 GUNNISON DR	498-270-063-000	641 IMPERIAL CT	
1192 GUNNISON DR	498-270-001-000	8300 INDUSTRIAL AV	360-070-002-000
1193 GUNNISON DR	498-270-064-000	8450 INDUSTRIAL AV	017-113-008-000
6009 HALIFAX WY	499-090-035-000	8950 INDUSTRIAL AV	017-123-091-000
6016 HALIFAX WY	499-090-011-000	10568 INDUSTRIAL AV	485-030-007-000
6017 HALIFAX WY	499-090-036-000	10616 INDUSTRIAL AV	017-123-004-000
6040 HALIFAX WY	499-090-020-000	10651 INDUSTRIAL AV	017-117-012-000
4000 HAPPY CAMPER WY	496-670-034-000	201 IRON CANYON CT	
4001 HAPPY CAMPER WY	496-670-001-000	208 IRON CANYON CT	
4009 HAPPY CAMPER WY	496-670-002-000	209 IRON CANYON CT	
4017 HAPPY CAMPER WY	496-670-003-000	216 IRON CANYON CT	
4025 HAPPY CAMPER WY	496-670-004-000	217 IRON CANYON CT	
4033 HAPPY CAMPER WY	496-670-005-000	224 IRON CANYON CT	
4040 HAPPY CAMPER WY	496-670-030-000	225 IRON CANYON CT	
4041 HAPPY CAMPER WY	496-670-006-000	232 IRON CANYON CT	
4048 HAPPY CAMPER WY	496-670-029-000	233 IRON CANYON CT	
219 HARDING BL	013-270-017-000	240 IRON CANYON CT	
228 HARDING BL	013-212-049-000	241 IRON CANYON CT	
2551 HAYDEN PW	492-012-003-000	248 IRON CANYON CT	
3009 HEMET WY	492-490-044-000	249 IRON CANYON CT	
3017 HEMET WY	492-490-043-000	256 IRON CANYON CT	
3025 HEMET WY	492-490-042-000	257 IRON CANYON CT	
3033 HEMET WY	492-490-041-000	264 IRON CANYON CT	
3041 HEMET WY	492-490-040-000	265 IRON CANYON CT	
2088 HERITAGE DR	363-120-021-000	273 IRON CANYON CT	
935 HIGHLAND POINTE DR	363-021-011-000	100 IRON GATE CT	
9009 HIMALAYA WY	499-070-064-000	108 IRON GATE CT	
9049 HIMALAYA WY	499-070-069-000	109 IRON GATE CT	
9097 HIMALAYA WY	499-070-074-000	116 IRON GATE CT	
5710 HOLT PW	496-620-002-000	117 IRON GATE CT	
5775 HOLT PW	496-620-003-000	124 IRON GATE CT	
5876 HOLT PW	496-620-001-000	125 IRON GATE CT	
4000 HORSE TRAIL RD	498-310-004-000	132 IRON GATE CT	
4001 HORSE TRAIL RD	498-310-053-000	133 IRON GATE CT	
4008 HORSE TRAIL RD	498-310-003-000	140 IRON GATE CT	
4009 HORSE TRAIL RD	498-310-054-000	141 IRON GATE CT	

148 IRON GATE CT		2016 LAZY DAY LN	496-650-054-000
149 IRON GATE CT		2017 LAZY DAY LN	496-650-003-000
156 IRON GATE CT		2024 LAZY DAY LN	496-650-055-000
157 IRON GATE CT		2025 LAZY DAY LN	496-650-004-000
164 IRON GATE CT		2032 LAZY DAY LN	496-650-056-000
165 IRON GATE CT		2033 LAZY DAY LN	496-650-005-000
172 IRON GATE CT		2040 LAZY DAY LN	496-650-057-000
173 IRON GATE CT		2041 LAZY DAY LN	496-650-006-000
180 IRON GATE CT		2048 LAZY DAY LN	496-650-058-000
181 IRON GATE CT		2049 LAZY DAY LN	496-650-007-000
117 IVY ST	012-183-008-000	2056 LAZY DAY LN	496-650-037-000
300 JAVELIN CT	498-300-031-000	2057 LAZY DAY LN	496-650-008-000
301 JAVELIN CT	498-300-022-000	2073 LAZY DAY LN	496-650-009-000
308 JAVELIN CT	498-300-030-000	2080 LAZY DAY LN	496-650-036-000
309 JAVELIN CT	498-300-023-000	2081 LAZY DAY LN	496-650-010-000
316 JAVELIN CT	498-300-029-000	2088 LAZY DAY LN	496-650-015-000
317 JAVELIN CT	498-300-024-000	2089 LAZY DAY LN	496-650-011-000
324 JAVELIN CT	498-300-028-000	2096 LAZY DAY LN	496-650-016-000
325 JAVELIN CT	498-300-025-000	2097 LAZY DAY LN	496-650-012-000
332 JAVELIN CT	498-300-027-000	2104 LAZY DAY LN	496-650-017-000
333 JAVELIN CT	498-300-026-000	2105 LAZY DAY LN	496-650-013-000
104 KEEHNER AV	014-113-047-000	2112 LAZY DAY LN	496-650-018-000
212 KEEHNER AV	014-113-060-000	2113 LAZY DAY LN	496-650-014-000
214 KENROY LN	472-170-004-000	2120 LAZY DAY LN	496-660-023-000
600 KINDRED LN	014-263-042-000	2121 LAZY DAY LN	496-660-001-000
600 KINDRED LN	014-263-045-000	2129 LAZY DAY LN	496-660-002-000
1612 KIT CARSON WY	048-350-021-000	2137 LAZY DAY LN	496-660-003-000
1614 KIT CARSON WY	048-350-015-000	2145 LAZY DAY LN	496-660-004-000
1616 KIT CARSON WY	048-350-016-000	2153 LAZY DAY LN	496-660-005-000
1618 KIT CARSON WY	048-350-018-000	2170 LAZY DAY LN	496-660-028-000
2873 KNIGHTSBRIDGE LN	481-380-004-000	2181 LAZY DAY LN	496-660-014-000
2904 KNIGHTSBRIDGE LN	481-370-051-000	2021 LENDELL LN	473-100-045-000
2905 KNIGHTSBRIDGE LN	481-370-054-000	510 LINCOLN ST	011-147-034-000
2912 KNIGHTSBRIDGE LN	481-370-050-000	801 LINCOLN ST	011-063-004-000
2913 KNIGHTSBRIDGE LN	481-370-055-000	825 LINCOLN ST	011-063-002-000
2920 KNIGHTSBRIDGE LN	481-370-049-000	845 LINCOLN ST	011-063-005-000
2921 KNIGHTSBRIDGE LN	481-370-056-000	2016 LONGMIRE LP	498-290-097-000
2928 KNIGHTSBRIDGE LN	481-370-048-000	2024 LONGMIRE LP	498-290-096-000
2936 KNIGHTSBRIDGE LN	481-370-047-000	2032 LONGMIRE LP	498-290-095-000
2944 KNIGHTSBRIDGE LN	481-370-046-000	2033 LONGMIRE LP	498-290-053-000
2952 KNIGHTSBRIDGE LN	481-370-045-000	2040 LONGMIRE LP	498-290-094-000
2960 KNIGHTSBRIDGE LN	481-370-044-000	2048 LONGMIRE LP	498-290-093-000
2968 KNIGHTSBRIDGE LN	481-370-043-000	2056 LONGMIRE LP	498-290-092-000
2976 KNIGHTSBRIDGE LN	481-370-042-000	2224 LONGMIRE LP	498-290-030-000
233 LA RUE AL	014-052-016-000	2232 LONGMIRE LP	498-290-029-000
923 LAWTON AV	015-080-045-000	2240 LONGMIRE LP	498-290-028-000
941 LAWTON AV	015-080-001-000	2257 LONGMIRE LP	498-290-033-000
2001 LAZY DAY LN	496-650-001-000	2265 LONGMIRE LP	498-290-034-000
2009 LAZY DAY LN	496-650-002-000	2273 LONGMIRE LP	498-290-035-000

2281 LONGMIRE LP	498-290-036-000	1136 MALLORY RIDGE ST	498-300-050-000
2289 LONGMIRE LP	498-290-037-000	1137 MALLORY RIDGE ST	498-300-045-000
2297 LONGMIRE LP	498-290-038-000	1145 MALLORY RIDGE ST	498-300-046-000
2305 LONGMIRE LP	498-290-039-000	1153 MALLORY RIDGE ST	498-300-047-000
2313 LONGMIRE LP	498-290-040-000	1161 MALLORY RIDGE ST	498-300-048-000
2321 LONGMIRE LP	498-290-041-000	1169 MALLORY RIDGE ST	498-300-049-000
2329 LONGMIRE LP	498-290-042-000	1176 MALLORY RIDGE ST	498-300-069-000
2337 LONGMIRE LP	498-290-043-000	1177 MALLORY RIDGE ST	498-300-070-000
2345 LONGMIRE LP	498-290-044-000	1112 MAMBO WY	499-020-009-000
2353 LONGMIRE LP	498-290-045-000	500 MANGROVE PL	498-290-013-000
2361 LONGMIRE LP	498-290-046-000	501 MANGROVE PL	498-290-012-000
2369 LONGMIRE LP	498-290-047-000	508 MANGROVE PL	498-290-014-000
2377 LONGMIRE LP	498-290-048-000	509 MANGROVE PL	498-290-011-000
2385 LONGMIRE LP	498-290-049-000	516 MANGROVE PL	498-290-015-000
2393 LONGMIRE LP	498-290-050-000	517 MANGROVE PL	498-290-010-000
2401 LONGMIRE LP	498-290-051-000	2111 MARCH RD	473-100-014-000
2409 LONGMIRE LP	498-290-052-000	2140 MARCH RD	473-100-044-000
2440 LONGMIRE LP	498-290-099-000	2141 MARCH RD	473-100-032-000
2448 LONGMIRE LP	498-290-098-000	2151 MARCH RD	473-100-033-000
116 LOST OAK CT	456-160-023-000	2161 MARCH RD	473-100-034-000
173 LOST OAK CT	456-160-014-000	2170 MARCH RD	473-100-051-000
812 MACHADO LN	472-210-033-000	2171 MARCH RD	473-100-035-000
2033 MALIBU PL	475-100-010-000	2181 MARCH RD	473-100-036-000
1001 MALLORY RIDGE ST	498-300-001-000	2191 MARCH RD	473-100-037-000
1009 MALLORY RIDGE ST	498-300-002-000	2201 MARCH RD	473-100-038-000
1016 MALLORY RIDGE ST	498-300-061-000	2210 MARCH RD	473-100-040-000
1024 MALLORY RIDGE ST	498-300-060-000	2211 MARCH RD	473-100-039-000
1032 MALLORY RIDGE ST	498-300-059-000	3700 MARKET ST	498-020-060-000
1033 MALLORY RIDGE ST	498-300-032-000	3750 MARKET ST	498-020-061-000
1040 MALLORY RIDGE ST	498-300-058-000	1000 MARMO CI	498-380-031-000
1041 MALLORY RIDGE ST	498-300-033-000	1001 MARMO CI	498-380-051-000
1049 MALLORY RIDGE ST	498-300-034-000	1008 MARMO CI	498-380-032-000
1057 MALLORY RIDGE ST	498-300-035-000	1009 MARMO CI	498-380-050-000
1065 MALLORY RIDGE ST	498-300-036-000	1016 MARMO CI	498-380-033-000
1073 MALLORY RIDGE ST	498-300-037-000	1017 MARMO CI	498-380-049-000
1080 MALLORY RIDGE ST	498-300-057-000	1025 MARMO CI	498-380-048-000
1081 MALLORY RIDGE ST	498-300-038-000	1057 MARMO CI	498-380-044-000
1088 MALLORY RIDGE ST	498-300-056-000	1064 MARMO CI	498-380-034-000
1089 MALLORY RIDGE ST	498-300-039-000	1072 MARMO CI	498-380-035-000
1096 MALLORY RIDGE ST	498-300-055-000	1080 MARMO CI	498-380-036-000
1097 MALLORY RIDGE ST	498-300-040-000	1081 MARMO CI	498-380-041-000
1104 MALLORY RIDGE ST	498-300-054-000	1088 MARMO CI	498-380-037-000
1105 MALLORY RIDGE ST	498-300-041-000	1089 MARMO CI	498-380-040-000
1112 MALLORY RIDGE ST	498-300-053-000	1097 MARMO CI	498-380-039-000
1113 MALLORY RIDGE ST	498-300-042-000	1105 MARMO CI	498-380-038-000
1120 MALLORY RIDGE ST	498-300-052-000	1128 MARMO CI	498-380-027-000
1121 MALLORY RIDGE ST	498-300-043-000	1152 MARMO CI	498-380-026-000
1128 MALLORY RIDGE ST	498-300-051-000	1160 MARMO CI	498-380-013-000
1129 MALLORY RIDGE ST	498-300-044-000	1185 MARMO CI	498-390-025-000

1193 MARMO CI	498-390-024-000	5057 MARSHMALLOW DR	496-670-042-000
1201 MARMO CI	498-390-023-000	5065 MARSHMALLOW DR	496-670-043-000
1209 MARMO CI	498-390-022-000	601 MELARS CT	498-280-042-000
1216 MARMO CI	498-390-047-000	608 MELARS CT	498-280-048-000
1217 MARMO CI	498-390-021-000	609 MELARS CT	498-280-043-000
1224 MARMO CI	498-390-026-000	616 MELARS CT	498-280-047-000
1225 MARMO CI	498-390-020-000	617 MELARS CT	498-280-044-000
1232 MARMO CI	498-390-027-000	624 MELARS CT	498-280-046-000
1233 MARMO CI	498-390-019-000	625 MELARS CT	498-280-045-000
1241 MARMO CI	498-390-018-000	1230 MELODY LN	472-330-052-000
1249 MARMO CI	498-390-017-000	400 MENA PL	498-290-019-000
1257 MARMO CI	498-390-016-000	401 MENA PL	498-290-018-000
1265 MARMO CI	498-390-015-000	408 MENA PL	498-290-020-000
1272 MARMO CI	498-390-028-000	409 MENA PL	498-290-017-000
1273 MARMO CI	498-390-014-000	416 MENA PL	498-290-021-000
1280 MARMO CI	498-390-029-000	417 MENA PL	498-290-016-000
1281 MARMO CI	498-390-013-000	6032 MERU WY	
1288 MARMO CI	498-390-030-000	6033 MERU WY	
1289 MARMO CI	498-390-012-000	6040 MERU WY	
1296 MARMO CI	498-390-031-000	6041 MERU WY	
1297 MARMO CI	498-390-011-000	6048 MERU WY	
1304 MARMO CI	498-390-032-000	6049 MERU WY	
1305 MARMO CI	498-390-010-000	6056 MERU WY	
1312 MARMO CI	498-390-033-000	6057 MERU WY	
1320 MARMO CI	498-390-034-000	6064 MERU WY	
1400 MARMO CI	498-380-001-000	6065 MERU WY	
1401 MARMO CI	498-380-058-000	6072 MERU WY	
1408 MARMO CI	498-380-002-000	6073 MERU WY	
1409 MARMO CI	498-380-057-000	6080 MERU WY	
1417 MARMO CI	498-380-056-000	6081 MERU WY	
1425 MARMO CI	498-380-055-000	6088 MERU WY	
1433 MARMO CI	498-380-054-000	6089 MERU WY	
1440 MARMO CI	498-380-020-000	1599 MISTY WOOD DR	477-130-010-000
1441 MARMO CI	498-380-053-000	4001 MOLTEN CREEK WY	498-240-143-000
1449 MARMO CI	498-380-052-000	4009 MOLTEN CREEK WY	498-240-142-000
5000 MARSHMALLOW DR	496-670-062-000	4016 MOLTEN CREEK WY	498-240-095-000
5001 MARSHMALLOW DR	496-670-035-000	4017 MOLTEN CREEK WY	498-240-141-000
5009 MARSHMALLOW DR	496-670-036-000	4025 MOLTEN CREEK WY	498-240-140-000
5016 MARSHMALLOW DR	496-670-061-000	4033 MOLTEN CREEK WY	498-240-139-000
5017 MARSHMALLOW DR	496-670-037-000	4041 MOLTEN CREEK WY	498-240-138-000
5024 MARSHMALLOW DR	496-670-060-000	4048 MOLTEN CREEK WY	498-240-096-000
5025 MARSHMALLOW DR	496-670-038-000	4049 MOLTEN CREEK WY	498-240-137-000
5032 MARSHMALLOW DR	496-670-059-000	4056 MOLTEN CREEK WY	498-240-097-000
5033 MARSHMALLOW DR	496-670-039-000	4057 MOLTEN CREEK WY	498-240-136-000
5040 MARSHMALLOW DR	496-670-058-000	4064 MOLTEN CREEK WY	498-240-098-000
5041 MARSHMALLOW DR	496-670-040-000	4065 MOLTEN CREEK WY	498-240-135-000
5048 MARSHMALLOW DR	496-670-057-000	4072 MOLTEN CREEK WY	498-240-099-000
5049 MARSHMALLOW DR	496-670-041-000	4073 MOLTEN CREEK WY	498-240-134-000
5056 MARSHMALLOW DR	496-670-056-000	4080 MOLTEN CREEK WY	498-240-100-000

4081 MOLTEN CREEK WY	498-240-133-000	2048 MOONBROOK CI	498-340-031-000
4088 MOLTEN CREEK WY	498-240-101-000	2056 MOONBROOK CI	498-340-032-000
4089 MOLTEN CREEK WY	498-240-132-000	2064 MOONBROOK CI	498-340-033-000
4096 MOLTEN CREEK WY	498-240-102-000	2072 MOONBROOK CI	498-340-034-000
4097 MOLTEN CREEK WY	498-240-131-000	2080 MOONBROOK CI	498-340-035-000
4104 MOLTEN CREEK WY	498-240-103-000	2088 MOONBROOK CI	498-350-011-000
4105 MOLTEN CREEK WY	498-240-130-000	2096 MOONBROOK CI	498-350-010-000
4112 MOLTEN CREEK WY	498-240-104-000	2120 MOONBROOK CI	498-350-009-000
4113 MOLTEN CREEK WY	498-240-129-000	2128 MOONBROOK CI	498-350-008-000
4120 MOLTEN CREEK WY	498-240-105-000	2129 MOONBROOK CI	498-350-023-000
4121 MOLTEN CREEK WY	498-240-128-000	2136 MOONBROOK CI	498-350-007-000
7465 MOON DREAM WY	496-630-008-000	2137 MOONBROOK CI	498-350-022-000
7472 MOON DREAM WY	496-630-060-000	2144 MOONBROOK CI	498-350-006-000
7473 MOON DREAM WY	496-630-007-000	2145 MOONBROOK CI	498-350-021-000
7480 MOON DREAM WY	496-630-061-000	2152 MOONBROOK CI	498-350-005-000
7481 MOON DREAM WY	496-630-006-000	2153 MOONBROOK CI	498-350-020-000
7488 MOON DREAM WY	496-630-062-000	2160 MOONBROOK CI	498-350-004-000
7496 MOON DREAM WY	496-630-063-000	2161 MOONBROOK CI	498-350-019-000
7513 MOON DREAM WY	496-630-002-000	2168 MOONBROOK CI	498-350-003-000
7521 MOON DREAM WY	496-630-001-000	2169 MOONBROOK CI	498-350-018-000
6008 MOON RIVER WY	498-360-026-000	2176 MOONBROOK CI	498-350-002-000
6009 MOON RIVER WY	498-360-029-000	2177 MOONBROOK CI	498-350-017-000
6016 MOON RIVER WY	498-360-025-000	2184 MOONBROOK CI	498-350-001-000
6017 MOON RIVER WY	498-360-030-000	2185 MOONBROOK CI	498-350-016-000
6024 MOON RIVER WY	498-360-024-000	8000 MOONGATE WY	498-420-097-000
6025 MOON RIVER WY	498-360-031-000	8001 MOONGATE WY	498-420-078-000
6032 MOON RIVER WY	498-360-023-000	8008 MOONGATE WY	498-420-096-000
6033 MOON RIVER WY	498-360-032-000	8009 MOONGATE WY	498-420-077-000
6040 MOON RIVER WY	498-360-022-000	8016 MOONGATE WY	498-420-095-000
6041 MOON RIVER WY	498-360-033-000	8017 MOONGATE WY	498-420-076-000
6048 MOON RIVER WY	498-360-021-000	8024 MOONGATE WY	498-420-094-000
6049 MOON RIVER WY	498-360-034-000	8025 MOONGATE WY	498-420-075-000
6056 MOON RIVER WY	498-360-020-000	8032 MOONGATE WY	498-420-093-000
6057 MOON RIVER WY	498-360-035-000	8033 MOONGATE WY	498-420-074-000
6064 MOON RIVER WY	498-360-019-000	8040 MOONGATE WY	498-420-092-000
6065 MOON RIVER WY	498-360-036-000	8041 MOONGATE WY	498-420-073-000
6072 MOON RIVER WY	498-360-018-000	8048 MOONGATE WY	498-420-091-000
6073 MOON RIVER WY	498-360-037-000	8049 MOONGATE WY	498-420-072-000
6080 MOON RIVER WY	498-360-017-000	8056 MOONGATE WY	498-420-090-000
6081 MOON RIVER WY	498-360-038-000	8057 MOONGATE WY	498-420-071-000
6088 MOON RIVER WY	498-360-016-000	508 MUSCA PL	498-330-014-000
2000 MOONBROOK CI	498-340-026-000	509 MUSCA PL	498-330-013-000
2001 MOONBROOK CI	498-340-038-000	2891 N HAYDEN PW	492-490-002-000
2008 MOONBROOK CI	498-340-027-000	121 N SUNRISE AV	013-213-024-000
2009 MOONBROOK CI	498-340-037-000	2100 NICOLE GEE DR	498-010-026-000
2017 MOONBROOK CI	498-340-036-000	2200 NICOLE GEE DR	498-020-043-000
2024 MOONBROOK CI	498-340-028-000	2741 NICOLE GEE DR	498-360-001-000
2032 MOONBROOK CI	498-340-029-000	2749 NICOLE GEE DR	498-360-002-000
2040 MOONBROOK CI	498-340-030-000	2757 NICOLE GEE DR	498-360-003-000

2765 NICOLE GEE DR	498-360-004-000	108 ORANGE SPRINGS CT	
2773 NICOLE GEE DR	498-360-005-000	109 ORANGE SPRINGS CT	
2781 NICOLE GEE DR	498-360-006-000	116 ORANGE SPRINGS CT	
2789 NICOLE GEE DR	498-360-007-000	117 ORANGE SPRINGS CT	
2797 NICOLE GEE DR	498-360-008-000	124 ORANGE SPRINGS CT	
2805 NICOLE GEE DR	498-360-009-000	125 ORANGE SPRINGS CT	
2813 NICOLE GEE DR	498-360-010-000	132 ORANGE SPRINGS CT	
2821 NICOLE GEE DR	498-360-011-000	133 ORANGE SPRINGS CT	
2829 NICOLE GEE DR	498-360-012-000	140 ORANGE SPRINGS CT	
2837 NICOLE GEE DR	498-360-013-000	141 ORANGE SPRINGS CT	
2845 NICOLE GEE DR	498-360-014-000	149 ORANGE SPRINGS CT	
4008 NOVA PL	498-330-094-000	1005 ORLANDO AV	471-020-017-000
4009 NOVA PL	498-330-051-000	7621 PAINTED DESERT DR	481-260-012-000
4017 NOVA PL	498-330-052-000	7890 PAINTED DESERT DR	481-360-003-000
4025 NOVA PL	498-330-053-000	7930 PAINTED DESERT DR	481-360-002-000
4033 NOVA PL	498-330-054-000	7970 PAINTED DESERT DR	481-360-001-000
4041 NOVA PL	498-330-055-000	3000 PALO ALTO ST	481-380-027-000
4049 NOVA PL	498-330-056-000	3008 PALO ALTO ST	481-380-028-000
4057 NOVA PL	498-330-057-000	3024 PALO ALTO ST	481-380-030-000
7008 NYSTROM WY		3025 PALO ALTO ST	481-380-023-000
7009 NYSTROM WY		7008 PANAMINT WY	499-090-012-000
7016 NYSTROM WY		7009 PANAMINT WY	499-090-019-000
7017 NYSTROM WY		7016 PANAMINT WY	499-090-013-000
7024 NYSTROM WY		7017 PANAMINT WY	499-090-018-000
7025 NYSTROM WY		7024 PANAMINT WY	499-090-014-000
7032 NYSTROM WY		7025 PANAMINT WY	499-090-017-000
7033 NYSTROM WY		7032 PANAMINT WY	499-090-015-000
7040 NYSTROM WY		7033 PANAMINT WY	499-090-016-000
7041 NYSTROM WY		1741 PARK OAK DR	456-160-025-000
7048 NYSTROM WY		1917 PARK OAK DR	456-180-006-000
7049 NYSTROM WY		87 PARRY ST	013-022-033-000
7056 NYSTROM WY		8008 PASADENA DR	492-500-028-000
7057 NYSTROM WY		8009 PASADENA DR	492-500-031-000
919 OAK RIDGE DR	470-050-008-000	8016 PASADENA DR	492-500-027-000
401 OAK ST	013-290-002-000	8017 PASADENA DR	492-500-032-000
620 OAK ST	013-152-019-000	8024 PASADENA DR	492-500-026-000
705 OAK ST	013-163-004-000	8025 PASADENA DR	492-500-033-000
711 OAK ST	013-163-003-000	8032 PASADENA DR	492-500-025-000
300 OPAL SPRINGS CT		8033 PASADENA DR	492-500-034-000
301 OPAL SPRINGS CT		8040 PASADENA DR	492-500-024-000
308 OPAL SPRINGS CT		8041 PASADENA DR	492-500-035-000
309 OPAL SPRINGS CT		8048 PASADENA DR	492-500-023-000
316 OPAL SPRINGS CT		8049 PASADENA DR	492-500-036-000
317 OPAL SPRINGS CT		8056 PASADENA DR	492-500-022-000
324 OPAL SPRINGS CT		8057 PASADENA DR	492-500-037-000
332 OPAL SPRINGS CT		8064 PASADENA DR	492-500-021-000
340 OPAL SPRINGS CT		8065 PASADENA DR	492-500-038-000
100 ORANGE SPRINGS CT		8072 PASADENA DR	492-500-020-000
101 ORANGE SPRINGS CT		8073 PASADENA DR	492-500-039-000

8080 PASADENA DR	492-500-019-000	2525 PLUME WILLOW WY	498-240-064-000
8081 PASADENA DR	492-500-040-000	7000 PRUETT DR	492-440-035-000
204 PAUL CT	015-360-026-000	200 QUAIL BEND CT	
3070 PAVILION DR	498-410-023-000	201 QUAIL BEND CT	
3080 PAVILION DR	498-410-022-000	208 QUAIL BEND CT	
3090 PAVILION DR	498-410-021-000	209 QUAIL BEND CT	
408 PAVO PL	498-330-018-000	216 QUAIL BEND CT	
409 PAVO PL	498-330-017-000	217 QUAIL BEND CT	
1751 PFE RD	473-100-022-000	2001 QUARTZ COVE WY	498-240-014-000
1961 PFE RD	473-100-030-000	2008 QUARTZ COVE WY	498-240-047-000
5120 PHILLIP RD	017-101-019-000	2009 QUARTZ COVE WY	498-240-013-000
5300 PHILLIP RD	017-101-018-000	2016 QUARTZ COVE WY	498-240-048-000
5480 PHILLIP RD	017-101-016-000	2017 QUARTZ COVE WY	498-240-012-000
6382 PHILLIP RD	017-101-008-000	2024 QUARTZ COVE WY	498-240-049-000
5024 PINALENO WY		2025 QUARTZ COVE WY	498-240-011-000
5025 PINALENO WY		2032 QUARTZ COVE WY	498-240-050-000
5032 PINALENO WY		2033 QUARTZ COVE WY	498-240-010-000
5033 PINALENO WY		2040 QUARTZ COVE WY	498-240-051-000
5040 PINALENO WY		2048 QUARTZ COVE WY	498-240-052-000
5041 PINALENO WY		2056 QUARTZ COVE WY	498-240-053-000
5048 PINALENO WY		2064 QUARTZ COVE WY	498-240-054-000
5049 PINALENO WY		2065 QUARTZ COVE WY	498-240-006-000
5056 PINALENO WY		2073 QUARTZ COVE WY	498-240-005-000
5057 PINALENO WY		2081 QUARTZ COVE WY	498-240-004-000
5064 PINALENO WY		2089 QUARTZ COVE WY	498-240-003-000
5065 PINALENO WY		2097 QUARTZ COVE WY	498-240-002-000
5072 PINALENO WY		2105 QUARTZ COVE WY	498-240-001-000
5073 PINALENO WY		401 RAVENROCK PL	496-680-042-000
5080 PINALENO WY		409 RAVENROCK PL	496-680-041-000
983 PLEASANT GROVE BL	363-030-095-000	4040 RAVENROCK WY	496-680-058-000
989 PLEASANT GROVE BL	363-030-094-000	4041 RAVENROCK WY	496-680-061-000
1207 PLEASANT GROVE BL	017-232-015-000	4048 RAVENROCK WY	496-680-057-000
1262 PLEASANT GROVE BL	477-080-006-000	4056 RAVENROCK WY	496-680-056-000
1701 PLEASANT GROVE BL	017-162-074-000	4057 RAVENROCK WY	496-680-059-000
1721 PLEASANT GROVE BL	017-162-087-000	4064 RAVENROCK WY	496-680-055-000
1751 PLEASANT GROVE BL	017-162-088-000	4072 RAVENROCK WY	496-680-054-000
1798 PLEASANT GROVE BL	017-162-049-000	4073 RAVENROCK WY	496-680-046-000
1825 PLEASANT GROVE BL	498-370-005-000	4080 RAVENROCK WY	496-680-053-000
1835 PLEASANT GROVE BL	498-370-006-000	4081 RAVENROCK WY	496-680-045-000
1845 PLEASANT GROVE BL	498-370-003-000	4089 RAVENROCK WY	496-680-044-000
1855 PLEASANT GROVE BL	498-370-004-000	4097 RAVENROCK WY	496-680-043-000
1865 PLEASANT GROVE BL	498-370-002-000	3000 RED CANARD WY	498-240-055-000
1875 PLEASANT GROVE BL	017-152-018-000	3001 RED CANARD WY	498-240-094-000
2905 PLEASANT GROVE BL	496-100-098-000	3008 RED CANARD WY	498-240-056-000
3250 PLEASANT GROVE BL	496-100-029-000	3009 RED CANARD WY	498-240-093-000
3380 PLEASANT GROVE BL	496-100-027-000	3016 RED CANARD WY	498-240-057-000
2501 PLUME WILLOW WY	498-240-046-000	3017 RED CANARD WY	498-240-092-000
2509 PLUME WILLOW WY	498-240-045-000	3024 RED CANARD WY	498-240-058-000
2517 PLUME WILLOW WY	498-240-063-000	3025 RED CANARD WY	498-240-091-000

3032 RED CANARD WY	498-240-059-000	1019 ROSEVILLE PW	363-030-092-000
3033 RED CANARD WY	498-240-090-000	1091 ROSEVILLE PW	363-011-044-000
3040 RED CANARD WY	498-240-060-000	1095 ROSEVILLE PW	363-011-043-000
3041 RED CANARD WY	498-240-089-000	400 ROSEVILLE RD	472-060-011-000
3048 RED CANARD WY	498-240-061-000	400 ROSEVILLE RD	472-060-012-000
3049 RED CANARD WY	498-240-088-000	400 ROSEVILLE RD	472-070-009-000
3056 RED CANARD WY	498-240-062-000	400 ROSEVILLE RD	472-070-036-000
3057 RED CANARD WY	498-240-087-000	400 ROSEVILLE RD	472-080-019-000
3065 RED CANARD WY	498-240-086-000	400 ROSEVILLE RD	472-070-008-000
3073 RED CANARD WY	498-240-085-000	420 ROSEVILLE RD	472-080-022-000
3081 RED CANARD WY	498-240-084-000	442 ROSEVILLE RD	472-070-043-000
3089 RED CANARD WY	498-240-083-000	444 ROSEVILLE RD	472-070-015-000
3097 RED CANARD WY	498-240-082-000	444 ROSEVILLE RD	472-070-041-000
3105 RED CANARD WY	498-240-081-000	446 ROSEVILLE RD	472-070-017-000
3121 RED CANARD WY	498-240-080-000	446 ROSEVILLE RD	472-070-039-000
999 RESERVE DR	363-011-054-000	450 ROSEVILLE RD	472-060-013-000
1013 RESERVE DR	363-011-057-000	450 ROSEVILLE RD	472-060-010-000
5008 RIALTO DR	492-490-047-000	470 ROSEVILLE RD	472-060-032-000
5009 RIALTO DR	492-490-059-000	480 ROSEVILLE RD	472-050-022-000
5016 RIALTO DR	492-490-048-000	480 ROSEVILLE RD	
5017 RIALTO DR	492-490-058-000	484 ROSEVILLE RD	472-050-035-000
5024 RIALTO DR	492-490-049-000	484 ROSEVILLE RD	472-050-034-000
5025 RIALTO DR	492-490-057-000	485 ROSEVILLE RD	472-050-010-000
5032 RIALTO DR	492-490-050-000	486 ROSEVILLE RD	472-050-008-000
5033 RIALTO DR	492-490-056-000	486 ROSEVILLE RD	472-050-007-000
5040 RIALTO DR	492-490-051-000	486 ROSEVILLE RD	472-050-014-000
5041 RIALTO DR	492-490-055-000	490 ROSEVILLE RD	472-050-013-000
5048 RIALTO DR	492-490-052-000	490 ROSEVILLE RD	472-050-036-000
5049 RIALTO DR	492-490-054-000	8001 ROUNDHOUSE LP	496-670-063-000
5057 RIALTO DR	492-490-053-000	8009 ROUNDHOUSE LP	496-670-064-000
5065 RIALTO DR	492-490-025-000	8017 ROUNDHOUSE LP	496-670-065-000
6153 RIDING PATH DR	498-080-047-000	8025 ROUNDHOUSE LP	496-670-066-000
6168 RIDING PATH DR	498-080-005-000	8033 ROUNDHOUSE LP	496-670-067-000
6176 RIDING PATH DR	498-080-004-000	8041 ROUNDHOUSE LP	496-670-068-000
1411 ROCKY RIDGE DR	048-013-014-000	8049 ROUNDHOUSE LP	496-670-069-000
1640 ROCKY RIDGE DR	048-520-031-000	8057 ROUNDHOUSE LP	496-670-070-000
1941 ROCKY RIDGE DR	469-100-046-000	8065 ROUNDHOUSE LP	496-670-071-000
1995 ROCKY RIDGE DR	469-100-013-000	8073 ROUNDHOUSE LP	496-670-072-000
185 ROSEVILLE PW	481-260-053-000	8081 ROUNDHOUSE LP	496-670-073-000
290 ROSEVILLE PW	481-320-009-000	8089 ROUNDHOUSE LP	496-670-074-000
401 ROSEVILLE PW	481-260-036-000	509 RUCKSACK PL	496-640-039-000
603 ROSEVILLE PW	481-270-054-000	516 RUCKSACK PL	496-640-043-000
605 ROSEVILLE PW	481-260-044-000	517 RUCKSACK PL	496-640-040-000
615 ROSEVILLE PW	481-260-043-000	524 RUCKSACK PL	496-640-042-000
621 ROSEVILLE PW	481-270-053-000	525 RUCKSACK PL	496-640-041-000
625 ROSEVILLE PW	481-260-046-000	1828 S CIRBY WY	469-280-009-000
635 ROSEVILLE PW	481-260-045-000	260 S HARDING BL	014-183-031-000
1001 ROSEVILLE PW	363-030-091-000	214 S LINCOLN ST	013-182-037-000
1007 ROSEVILLE PW	363-030-093-000	3101 SANTUCCI BL	499-010-091-000

3700 SANTUCCI BL	498-020-018-000	1064 SIERRA MORENA WY	499-090-034-000
3750 SANTUCCI BL	499-170-007-000	100 SILVER FEATHER CT	
3800 SANTUCCI BL	499-170-003-000	108 SILVER FEATHER CT	
3801 SANTUCCI BL	499-170-006-000	116 SILVER FEATHER CT	
3850 SANTUCCI BL	499-170-002-000	124 SILVER FEATHER CT	
3871 SANTUCCI BL	499-170-004-000	125 SILVER FEATHER CT	
3900 SANTUCCI BL	499-170-001-000	1000 SILVER FEATHER WY	
4201 SANTUCCI BL	496-100-034-000	1008 SILVER FEATHER WY	
308 SAWGRASS PL		1016 SILVER FEATHER WY	
309 SAWGRASS PL		1032 SILVER FEATHER WY	
300 SHADOWGATE CT	498-340-014-000	1033 SILVER FEATHER WY	
308 SHADOWGATE CT	498-340-015-000	1040 SILVER FEATHER WY	
1008 SHADOWGATE DR	498-340-001-000	1041 SILVER FEATHER WY	
1009 SHADOWGATE DR	498-340-040-000	1048 SILVER FEATHER WY	
1016 SHADOWGATE DR	498-340-002-000	1049 SILVER FEATHER WY	
1017 SHADOWGATE DR	498-340-039-000	1056 SILVER FEATHER WY	
1056 SHADOWGATE DR	498-340-007-000	1057 SILVER FEATHER WY	
1064 SHADOWGATE DR	498-340-008-000	1064 SILVER FEATHER WY	
1072 SHADOWGATE DR	498-340-009-000	1072 SILVER FEATHER WY	
1080 SHADOWGATE DR	498-340-010-000	1073 SILVER FEATHER WY	
1088 SHADOWGATE DR	498-340-011-000	1080 SILVER FEATHER WY	
1096 SHADOWGATE DR	498-340-012-000	1081 SILVER FEATHER WY	
1104 SHADOWGATE DR	498-340-013-000	1088 SILVER FEATHER WY	
2000 SHADY TREE CI	496-640-077-000	1089 SILVER FEATHER WY	
2001 SHADY TREE CI	496-640-001-000	1096 SILVER FEATHER WY	
2009 SHADY TREE CI	496-640-002-000	1104 SILVER FEATHER WY	
2017 SHADY TREE CI	496-640-003-000	1121 SILVER FEATHER WY	
2024 SHADY TREE CI	496-640-074-000	1128 SILVER FEATHER WY	
2025 SHADY TREE CI	496-640-004-000	1129 SILVER FEATHER WY	
2032 SHADY TREE CI	496-640-073-000	1136 SILVER FEATHER WY	
2033 SHADY TREE CI	496-640-005-000	1144 SILVER FEATHER WY	
2304 SHADY TREE CI	496-640-044-000	1145 SILVER FEATHER WY	
2320 SHADY TREE CI	496-640-038-000	1152 SILVER FEATHER WY	
3008 SHASTA DAISY CI	498-230-055-000	1153 SILVER FEATHER WY	
3009 SHASTA DAISY CI	498-230-056-000	1160 SILVER FEATHER WY	
3016 SHASTA DAISY CI	498-230-054-000	1161 SILVER FEATHER WY	
3024 SHASTA DAISY CI	498-230-053-000	1168 SILVER FEATHER WY	
3041 SHASTA DAISY CI	498-230-057-000	1169 SILVER FEATHER WY	
3049 SHASTA DAISY CI	498-230-058-000	1176 SILVER FEATHER WY	
8160 SIERRA COLLEGE BL	048-021-056-000	1177 SILVER FEATHER WY	
8170 SIERRA COLLEGE BL	048-021-057-000	1184 SILVER FEATHER WY	
9237 SIERRA COLLEGE BL	466-190-042-000	1185 SILVER FEATHER WY	
9277 SIERRA COLLEGE BL	466-190-055-000	1193 SILVER FEATHER WY	
9713 SIERRA COLLEGE BL	466-030-046-000	1201 SILVER FEATHER WY	
1000 SIERRA MORENA WY	499-090-006-000	1208 SILVER FEATHER WY	
1008 SIERRA MORENA WY	499-090-007-000	1216 SILVER FEATHER WY	
1016 SIERRA MORENA WY	499-090-008-000	1224 SILVER FEATHER WY	
1024 SIERRA MORENA WY	499-090-009-000	1232 SILVER FEATHER WY	
1032 SIERRA MORENA WY	499-090-010-000	2401 SILVER SPRUCE DR	498-020-019-000

2788 SILVER SPRUCE DR	498-330-089-000	6128 SPARKLING COVE ST	498-310-041-000
350 SIXTH ST	014-051-017-000	6129 SPARKLING COVE ST	498-310-021-000
412 SIXTH ST	014-062-018-000	6136 SPARKLING COVE ST	498-310-040-000
317 SNOWMELT CT	496-660-006-000	6137 SPARKLING COVE ST	498-310-022-000
325 SNOWMELT CT	496-660-007-000	6144 SPARKLING COVE ST	498-310-039-000
4030 SOLAIRE DR	496-100-003-000	6145 SPARKLING COVE ST	498-310-023-000
2 SOMER RIDGE DR	471-020-036-000	6152 SPARKLING COVE ST	498-310-038-000
701 SOUTHERN HILLS CT	<Null>	6153 SPARKLING COVE ST	498-310-024-000
709 SOUTHERN HILLS CT	<Null>	6160 SPARKLING COVE ST	498-310-037-000
717 SOUTHERN HILLS CT	<Null>	6161 SPARKLING COVE ST	498-310-025-000
725 SOUTHERN HILLS CT	<Null>	6168 SPARKLING COVE ST	498-310-036-000
733 SOUTHERN HILLS CT	<Null>	6169 SPARKLING COVE ST	498-310-026-000
600 SPARKLING COVE CT	498-320-026-000	6176 SPARKLING COVE ST	498-310-035-000
601 SPARKLING COVE CT	498-320-027-000	6177 SPARKLING COVE ST	498-310-027-000
608 SPARKLING COVE CT	498-320-025-000	6184 SPARKLING COVE ST	498-310-034-000
609 SPARKLING COVE CT	498-320-028-000	6185 SPARKLING COVE ST	498-310-028-000
616 SPARKLING COVE CT	498-320-024-000	6192 SPARKLING COVE ST	498-310-033-000
617 SPARKLING COVE CT	498-320-029-000	6193 SPARKLING COVE ST	498-310-029-000
624 SPARKLING COVE CT	498-320-023-000	6201 SPARKLING COVE ST	498-310-030-000
625 SPARKLING COVE CT	498-320-030-000	6209 SPARKLING COVE ST	498-310-031-000
632 SPARKLING COVE CT	498-320-022-000	201 STAR DREAM CT	498-340-025-000
640 SPARKLING COVE CT	498-320-021-000	209 STAR DREAM CT	498-340-024-000
6001 SPARKLING COVE ST	498-310-005-000	216 STAR DREAM CT	498-340-018-000
6009 SPARKLING COVE ST	498-310-006-000	217 STAR DREAM CT	498-340-023-000
6017 SPARKLING COVE ST	498-310-007-000	224 STAR DREAM CT	498-340-019-000
6025 SPARKLING COVE ST	498-310-008-000	225 STAR DREAM CT	498-340-022-000
6033 SPARKLING COVE ST	498-310-009-000	232 STAR DREAM CT	498-340-020-000
6040 SPARKLING COVE ST	498-310-052-000	240 STAR DREAM CT	498-340-021-000
6041 SPARKLING COVE ST	498-310-010-000	7000 STAR MIST WY	498-360-040-000
6048 SPARKLING COVE ST	498-310-051-000	7008 STAR MIST WY	498-360-039-000
6049 SPARKLING COVE ST	498-310-011-000	7009 STAR MIST WY	498-360-101-000
6056 SPARKLING COVE ST	498-310-050-000	7017 STAR MIST WY	498-360-102-000
6057 SPARKLING COVE ST	498-310-012-000	7025 STAR MIST WY	498-360-103-000
6064 SPARKLING COVE ST	498-310-049-000	7033 STAR MIST WY	498-360-104-000
6065 SPARKLING COVE ST	498-310-013-000	7040 STAR MIST WY	498-360-015-000
6072 SPARKLING COVE ST	498-310-048-000	7041 STAR MIST WY	498-360-105-000
6073 SPARKLING COVE ST	498-310-014-000	7049 STAR MIST WY	498-360-106-000
6080 SPARKLING COVE ST	498-310-047-000	7057 STAR MIST WY	498-360-107-000
6081 SPARKLING COVE ST	498-310-015-000	7000 STAR RISE WY	498-420-057-000
6088 SPARKLING COVE ST	498-310-046-000	7001 STAR RISE WY	498-420-056-000
6089 SPARKLING COVE ST	498-310-016-000	7008 STAR RISE WY	498-420-058-000
6096 SPARKLING COVE ST	498-310-045-000	7009 STAR RISE WY	498-420-055-000
6097 SPARKLING COVE ST	498-310-017-000	7016 STAR RISE WY	498-420-059-000
6104 SPARKLING COVE ST	498-310-044-000	7017 STAR RISE WY	498-420-054-000
6105 SPARKLING COVE ST	498-310-018-000	7024 STAR RISE WY	498-420-060-000
6112 SPARKLING COVE ST	498-310-043-000	7025 STAR RISE WY	498-420-053-000
6113 SPARKLING COVE ST	498-310-019-000	7032 STAR RISE WY	498-420-061-000
6120 SPARKLING COVE ST	498-310-042-000	7033 STAR RISE WY	498-420-052-000
6121 SPARKLING COVE ST	498-310-020-000	7040 STAR RISE WY	498-420-062-000

7041 STAR RISE WY	498-420-051-000	800 SUN PILLAR CT	498-360-091-000
7048 STAR RISE WY	498-420-063-000	808 SUN PILLAR CT	498-360-090-000
7049 STAR RISE WY	498-420-050-000	809 SUN PILLAR CT	498-360-075-000
7056 STAR RISE WY	498-420-064-000	816 SUN PILLAR CT	498-360-089-000
7057 STAR RISE WY	498-420-049-000	817 SUN PILLAR CT	498-360-076-000
7064 STAR RISE WY	498-420-065-000	824 SUN PILLAR CT	498-360-088-000
7065 STAR RISE WY	498-420-048-000	825 SUN PILLAR CT	498-360-077-000
7072 STAR RISE WY	498-420-066-000	832 SUN PILLAR CT	498-360-087-000
7073 STAR RISE WY	498-420-047-000	840 SUN PILLAR CT	498-360-086-000
7080 STAR RISE WY	498-420-067-000	841 SUN PILLAR CT	498-360-078-000
7081 STAR RISE WY	498-420-046-000	848 SUN PILLAR CT	498-360-085-000
7329 STAR TRAIL WY	496-630-024-000	849 SUN PILLAR CT	498-360-079-000
7337 STAR TRAIL WY	496-630-023-000	856 SUN PILLAR CT	498-360-084-000
7345 STAR TRAIL WY	496-630-022-000	864 SUN PILLAR CT	498-360-083-000
1033 STARFIELD DR	498-330-092-000	872 SUN PILLAR CT	498-360-082-000
5000 STARSHINE WY	498-420-017-000	880 SUN PILLAR CT	498-360-081-000
5001 STARSHINE WY	498-420-001-000	888 SUN PILLAR CT	498-360-080-000
5008 STARSHINE WY	498-420-016-000	620 SUNRISE AV	014-270-044-000
5009 STARSHINE WY	498-420-002-000	718 SUNRISE AV	471-220-021-000
5016 STARSHINE WY	498-420-015-000	6000 SUNSCAPE WY	498-420-035-000
5017 STARSHINE WY	498-420-003-000	6001 SUNSCAPE WY	498-420-024-000
5024 STARSHINE WY	498-420-014-000	6008 SUNSCAPE WY	498-420-036-000
5025 STARSHINE WY	498-420-004-000	6009 SUNSCAPE WY	498-420-025-000
5032 STARSHINE WY	498-420-013-000	6016 SUNSCAPE WY	498-420-037-000
5033 STARSHINE WY	498-420-005-000	6017 SUNSCAPE WY	498-420-026-000
5041 STARSHINE WY	498-420-006-000	6024 SUNSCAPE WY	498-420-038-000
5049 STARSHINE WY	498-420-007-000	6025 SUNSCAPE WY	498-420-027-000
5057 STARSHINE WY	498-420-008-000	6032 SUNSCAPE WY	498-420-039-000
5065 STARSHINE WY	498-420-009-000	6033 SUNSCAPE WY	498-420-028-000
5073 STARSHINE WY	498-420-010-000	6040 SUNSCAPE WY	498-420-040-000
5081 STARSHINE WY	498-420-011-000	6041 SUNSCAPE WY	498-420-029-000
5089 STARSHINE WY	498-420-012-000	6048 SUNSCAPE WY	498-420-041-000
1470 STONE POINT DR	048-460-030-000	6049 SUNSCAPE WY	498-420-030-000
1486 STONE POINT DR	048-460-039-000	6056 SUNSCAPE WY	498-420-042-000
2001 STRAUCH DR	048-260-049-000	6057 SUNSCAPE WY	498-420-031-000
500 SUMMERSVILLE CT	498-270-061-000	6064 SUNSCAPE WY	498-420-043-000
501 SUMMERSVILLE CT	498-280-049-000	6065 SUNSCAPE WY	498-420-032-000
508 SUMMERSVILLE CT	498-270-060-000	6072 SUNSCAPE WY	498-420-044-000
509 SUMMERSVILLE CT	498-280-050-000	6073 SUNSCAPE WY	498-420-033-000
516 SUMMERSVILLE CT	498-270-059-000	6080 SUNSCAPE WY	498-420-045-000
517 SUMMERSVILLE CT	498-280-051-000	6081 SUNSCAPE WY	498-420-034-000
100 SUN DREAM CT	498-350-024-000	5101 SUNSET BL	017-470-022-000
101 SUN DREAM CT	498-350-012-000	5000 SUPERNOVA LN	498-330-088-000
108 SUN DREAM CT	498-350-025-000	5008 SUPERNOVA LN	498-330-087-000
109 SUN DREAM CT	498-350-013-000	5016 SUPERNOVA LN	498-330-086-000
116 SUN DREAM CT	498-350-026-000	5024 SUPERNOVA LN	498-330-085-000
117 SUN DREAM CT	498-350-014-000	5032 SUPERNOVA LN	498-330-084-000
125 SUN DREAM CT	498-350-015-000	5040 SUPERNOVA LN	498-330-083-000
133 SUN DREAM CT	498-350-027-000	5048 SUPERNOVA LN	498-330-082-000

5056 SUPERNOVA LN	498-330-081-000	3201 TORRENTE DR	498-400-016-000
5064 SUPERNOVA LN	498-330-080-000	3208 TORRENTE DR	498-400-018-000
5072 SUPERNOVA LN	498-330-079-000	3209 TORRENTE DR	498-400-017-000
5080 SUPERNOVA LN	498-330-078-000	600 TORREY PINES CT	
5088 SUPERNOVA LN	498-330-077-000	601 TORREY PINES CT	
5096 SUPERNOVA LN	498-330-076-000	608 TORREY PINES CT	
1820 TAYLOR RD	015-450-025-000	609 TORREY PINES CT	
1850 TAYLOR RD	015-450-024-000	616 TORREY PINES CT	
508 TERMINAL CT	481-390-016-000	624 TORREY PINES CT	
509 TERMINAL CT	481-390-021-000	625 TORREY PINES CT	
516 TERMINAL CT	481-390-017-000	632 TORREY PINES CT	
517 TERMINAL CT	481-390-022-000	633 TORREY PINES CT	
524 TERMINAL CT	481-390-018-000	3009 TORREY PINES DR	
525 TERMINAL CT	481-390-023-000	3017 TORREY PINES DR	
532 TERMINAL CT	481-390-019-000	3024 TORREY PINES DR	
533 TERMINAL CT	481-390-024-000	3025 TORREY PINES DR	
541 TERMINAL CT	481-390-025-000	3032 TORREY PINES DR	
549 TERMINAL CT	481-390-026-000	3033 TORREY PINES DR	
3009 TORRENTE DR	498-380-025-000	3040 TORREY PINES DR	
3016 TORRENTE DR	498-380-028-000	3041 TORREY PINES DR	
3017 TORRENTE DR	498-380-024-000	3048 TORREY PINES DR	
3024 TORRENTE DR	498-380-029-000	3049 TORREY PINES DR	
3025 TORRENTE DR	498-380-023-000	3057 TORREY PINES DR	
3032 TORRENTE DR	498-380-030-000	3064 TORREY PINES DR	
3033 TORRENTE DR	498-380-022-000	3065 TORREY PINES DR	
3041 TORRENTE DR	498-380-021-000	3073 TORREY PINES DR	
3081 TORRENTE DR	498-400-001-000	3080 TORREY PINES DR	
3089 TORRENTE DR	498-400-002-000	3081 TORREY PINES DR	
3097 TORRENTE DR	498-400-003-000	3088 TORREY PINES DR	
3105 TORRENTE DR	498-400-004-000	3089 TORREY PINES DR	
3113 TORRENTE DR	498-400-005-000	600 TORTUGAS PL	498-290-007-000
3121 TORRENTE DR	498-400-006-000	601 TORTUGAS PL	498-290-006-000
3129 TORRENTE DR	498-400-007-000	608 TORTUGAS PL	498-290-008-000
3137 TORRENTE DR	498-400-008-000	609 TORTUGAS PL	498-290-005-000
3144 TORRENTE DR	498-400-026-000	616 TORTUGAS PL	498-290-009-000
3145 TORRENTE DR	498-400-009-000	617 TORTUGAS PL	498-290-004-000
3152 TORRENTE DR	498-400-025-000	2503 TRADEWINDS DR	482-480-002-000
3153 TORRENTE DR	498-400-010-000	2517 TRADEWINDS DR	482-480-003-000
3160 TORRENTE DR	498-400-024-000	2545 TRADEWINDS DR	482-480-004-000
3161 TORRENTE DR	498-400-011-000	8001 TRAPPER RANCH RD	
3168 TORRENTE DR	498-400-023-000	8008 TRAPPER RANCH RD	
3169 TORRENTE DR	498-400-012-000	8009 TRAPPER RANCH RD	
3176 TORRENTE DR	498-400-022-000	8017 TRAPPER RANCH RD	
3177 TORRENTE DR	498-400-013-000	8025 TRAPPER RANCH RD	
3184 TORRENTE DR	498-400-021-000	8033 TRAPPER RANCH RD	
3185 TORRENTE DR	498-400-014-000	8041 TRAPPER RANCH RD	
3192 TORRENTE DR	498-400-020-000	8057 TRAPPER RANCH RD	
3193 TORRENTE DR	498-400-015-000	8065 TRAPPER RANCH RD	
3200 TORRENTE DR	498-400-019-000	8073 TRAPPER RANCH RD	

8081 TRAPPER RANCH RD		7152 VAIL RANCH RD	
8089 TRAPPER RANCH RD		7153 VAIL RANCH RD	
8097 TRAPPER RANCH RD		7160 VAIL RANCH RD	
8105 TRAPPER RANCH RD		7161 VAIL RANCH RD	
8113 TRAPPER RANCH RD		7168 VAIL RANCH RD	
8129 TRAPPER RANCH RD		7169 VAIL RANCH RD	
8137 TRAPPER RANCH RD		7176 VAIL RANCH RD	
8145 TRAPPER RANCH RD		7177 VAIL RANCH RD	
8153 TRAPPER RANCH RD		309 VALLEJO AV	015-080-019-000
8161 TRAPPER RANCH RD		531 VALLEJO AV	011-250-007-000
8169 TRAPPER RANCH RD		86 VALLEY OAK DR	472-370-013-000
8177 TRAPPER RANCH RD		88 VALLEY OAK DR	472-370-014-000
308 TUCANA PL	498-330-022-000	90 VALLEY OAK DR	472-370-015-000
309 TUCANA PL	498-330-021-000	92 VALLEY OAK DR	472-370-016-000
4701 UPLAND DR	498-010-022-000	94 VALLEY OAK DR	472-370-017-000
4950 UPLAND DR	498-370-001-000	96 VALLEY OAK DR	472-370-018-000
7001 VAIL RANCH RD		98 VALLEY OAK DR	472-370-019-000
7008 VAIL RANCH RD		99 VALLEY OAK DR	472-370-035-000
7009 VAIL RANCH RD		100 VALLEY OAK DR	472-370-020-000
7016 VAIL RANCH RD		101 VALLEY OAK DR	472-370-034-000
7017 VAIL RANCH RD		102 VALLEY OAK DR	472-370-021-000
7024 VAIL RANCH RD		103 VALLEY OAK DR	472-370-033-000
7025 VAIL RANCH RD		104 VALLEY OAK DR	472-370-022-000
7032 VAIL RANCH RD		105 VALLEY OAK DR	472-370-032-000
7033 VAIL RANCH RD		106 VALLEY OAK DR	472-370-023-000
7040 VAIL RANCH RD		107 VALLEY OAK DR	472-370-031-000
7041 VAIL RANCH RD		108 VALLEY OAK DR	472-370-024-000
7048 VAIL RANCH RD		109 VALLEY OAK DR	472-370-030-000
7049 VAIL RANCH RD		110 VALLEY OAK DR	472-370-025-000
7056 VAIL RANCH RD		111 VALLEY OAK DR	472-370-029-000
7057 VAIL RANCH RD		112 VALLEY OAK DR	472-370-026-000
7064 VAIL RANCH RD		113 VALLEY OAK DR	472-370-028-000
7065 VAIL RANCH RD		114 VALLEY OAK DR	472-370-027-000
7080 VAIL RANCH RD		217 VECTRA CT	481-370-033-000
7081 VAIL RANCH RD		224 VECTRA CT	481-370-027-000
7088 VAIL RANCH RD		225 VECTRA CT	481-370-034-000
7089 VAIL RANCH RD		232 VECTRA CT	481-370-026-000
7096 VAIL RANCH RD		233 VECTRA CT	481-370-035-000
7097 VAIL RANCH RD		240 VECTRA CT	481-370-025-000
7104 VAIL RANCH RD		241 VECTRA CT	481-370-036-000
7105 VAIL RANCH RD		249 VECTRA CT	481-370-037-000
7112 VAIL RANCH RD		256 VECTRA CT	481-370-023-000
7113 VAIL RANCH RD		257 VECTRA CT	481-370-038-000
7120 VAIL RANCH RD		264 VECTRA CT	481-370-022-000
7121 VAIL RANCH RD		265 VECTRA CT	481-370-039-000
7128 VAIL RANCH RD		272 VECTRA CT	481-370-021-000
7129 VAIL RANCH RD		273 VECTRA CT	481-370-040-000
7136 VAIL RANCH RD		280 VECTRA CT	481-370-020-000
7137 VAIL RANCH RD		281 VECTRA CT	481-370-041-000

208 VELA PL	498-330-026-000	2275 WESTBROOK BL	496-030-008-000
209 VELA PL	498-330-025-000	2500 WESTBROOK BL	496-020-037-000
216 VELA PL	498-330-093-000	2801 WESTBROOK BL	496-020-014-000
431 VERNON ST	013-123-021-000	2900 WESTBROOK BL	496-020-031-000
1590 VINEYARD RD	012-260-069-000	3440 WESTBROOK BL	496-620-006-000
1710 VISTA GRANDE BL	498-020-062-000	3575 WESTBROOK BL	496-610-007-000
1721 VISTA GRANDE BL	498-010-060-000	3683 WESTBROOK BL	496-610-009-000
1750 VISTA GRANDE BL	498-020-035-000	3883 WESTBROOK BL	017-101-010-000
1801 VISTA GRANDE BL	498-010-059-000	4080 WESTBROOK BL	017-480-041-000
1850 VISTA GRANDE BL	498-020-034-000	4081 WESTBROOK BL	017-480-126-000
1867 VISTA GRANDE BL	499-110-038-000	4180 WESTBROOK BL	017-480-040-000
2400 VISTA GRANDE BL	498-020-022-000	4251 WESTBROOK BL	017-480-043-000
2401 VISTA GRANDE BL	499-010-095-000	4300 WESTBROOK BL	017-480-037-000
2520 VISTA GRANDE BL	498-020-021-000	4315 WESTBROOK BL	017-480-091-000
2700 VISTA GRANDE BL	499-170-010-000	4410 WESTBROOK BL	017-470-025-000
3051 VISTA GRANDE BL	499-010-086-000	4411 WESTBROOK BL	017-470-027-000
5508 VISTA PARK DR	498-360-027-000	4501 WESTBROOK BL	017-470-028-000
5532 VISTA PARK DR	498-360-028-000	4401 WESTPARK DR	496-030-013-000
5540 VISTA PARK DR	498-360-051-000	4601 WESTPARK DR	017-101-026-000
5564 VISTA PARK DR	498-360-052-000	2101 WHARTON LN	490-360-002-000
5833 VISTA PARK DR	499-110-039-000	300 WHISTLE CT	
5889 VISTA PARK DR	499-120-046-000	301 WHISTLE CT	
5905 VISTA PARK DR	499-120-047-000	324 WHISTLE CT	
5977 VISTA PARK DR	499-120-048-000	325 WHISTLE CT	
205 W IVY ST	012-183-006-000	332 WHISTLE CT	
1424 WADSWORTH CI	492-440-041-000	333 WHISTLE CT	
1432 WADSWORTH CI	492-440-040-000	340 WHISTLE CT	
1440 WADSWORTH CI	492-440-039-000	341 WHISTLE CT	
1441 WADSWORTH CI	492-440-008-000	700 WHITE SANDS PL	498-290-001-000
1473 WADSWORTH CI	492-440-012-000	708 WHITE SANDS PL	498-290-002-000
725 WASHINGTON BL	011-101-011-000	716 WHITE SANDS PL	498-290-003-000
751 WASHINGTON BL	011-101-012-000	11 WHYTE AV	471-050-007-000
8101 WASHINGTON BL	017-410-025-000	1001 WINDING CREEK RD	017-250-058-000
8433 WASHINGTON BL	360-070-025-000	1101 WINDING CREEK RD	485-090-003-000
8441 WASHINGTON BL	360-070-026-000	1130 WINDING CREEK RD	485-090-002-000
8457 WASHINGTON BL	360-070-008-000	1200 WINDING CREEK RD	485-090-001-000
8465 WASHINGTON BL	360-070-007-000	1300 WINDING CREEK RD	485-080-004-000
8469 WASHINGTON BL	360-070-006-000	1400 WINDING CREEK RD	485-080-003-000
8473 WASHINGTON BL	360-070-005-000	1401 WINDING CREEK RD	485-090-004-000
8477 WASHINGTON BL	360-070-004-000	1500 WINDING CREEK RD	485-080-002-000
9000 WASHINGTON BL	363-022-027-000	1600 WINDING CREEK RD	485-080-001-000
1123 WAYNE DR	014-130-008-000	1601 WINDING CREEK RD	485-090-005-000
1251 WESTBROOK BL	498-020-025-000	6070 WOODCREEK OAKS BL	481-270-069-000
1400 WESTBROOK BL	498-020-028-000	6168 WOODLANDS LP	496-680-078-000
1500 WESTBROOK BL	498-020-015-000	6169 WOODLANDS LP	496-680-005-000
1501 WESTBROOK BL	498-020-016-000	6176 WOODLANDS LP	496-680-079-000
1550 WESTBROOK BL	499-010-063-000	6177 WOODLANDS LP	496-680-004-000
1600 WESTBROOK BL	498-020-014-000	6185 WOODLANDS LP	496-680-003-000
1967 WESTBROOK BL	496-100-099-000	6193 WOODLANDS LP	496-680-002-000

6200 WOODLANDS LP	496-680-082-000
6201 WOODLANDS LP	496-680-001-000
400 YUKON CT	
401 YUKON CT	
408 YUKON CT	
409 YUKON CT	
416 YUKON CT	
417 YUKON CT	
424 YUKON CT	
432 YUKON CT	
	472-080-017-000
	017-480-035-000
	017-480-056-000
	017-480-057-000
	017-480-039-000
	017-480-036-000
	017-470-059-000
	017-470-034-000
	017-470-031-000
	017-470-053-000
	017-470-024-000
	017-470-049-000
	017-470-040-000
	017-470-004-000
	017-470-002-000
	017-470-023-000
	017-470-001-000
	017-470-019-000
	017-470-020-000
	496-620-016-000
	499-170-011-000
	011-092-011-000

Weed Abatement 2024 – List of Parcels

APN	Address	APN	Address
011-063-002-000	825 LINCOLN ST	012-183-006-000	205 W IVY ST
011-063-004-000	801 LINCOLN ST	012-183-008-000	117 IVY ST
011-063-005-000	845 LINCOLN ST	012-185-012-000	1118 CHURCH ST
011-092-010-000	300 ELEFA ST	012-185-024-000	1110 CHURCH ST
011-092-011-000		012-185-029-000	125 GRAPE ST
011-101-011-000	725 WASHINGTON BL	012-260-069-000	1590 VINEYARD RD
011-101-012-000	751 WASHINGTON BL	013-012-002-000	904 ATLANTIC ST
011-147-016-000	1001 EDWINA JUSTUS LP	013-022-033-000	87 PARRY ST
011-147-017-000	1003 EDWINA JUSTUS LP	013-022-047-000	124 CENTER ST
011-147-018-000	1005 EDWINA JUSTUS LP	013-024-023-000	220 EAST ST
011-147-019-000	1007 EDWINA JUSTUS LP	013-030-011-000	500 CENTER CT
011-147-020-000	1009 EDWINA JUSTUS LP	013-030-012-000	508 CENTER CT
011-147-021-000	1011 EDWINA JUSTUS LP	013-030-013-000	516 CENTER CT
011-147-022-000	1013 EDWINA JUSTUS LP	013-030-014-000	517 CENTER CT
011-147-023-000	1015 EDWINA JUSTUS LP	013-030-015-000	509 CENTER CT
011-147-024-000	1017 EDWINA JUSTUS LP	013-030-016-000	501 CENTER CT
011-147-025-000	1019 EDWINA JUSTUS LP	013-030-017-000	409 EAST ST
011-147-026-000	1021 EDWINA JUSTUS LP	013-030-018-000	407 EAST ST
011-147-027-000	1023 EDWINA JUSTUS LP	013-030-019-000	405 EAST ST
011-147-028-000	1025 EDWINA JUSTUS LP	013-030-020-000	401 EAST ST
011-147-029-000	1027 EDWINA JUSTUS LP	013-053-015-000	532 ALOLA ST
011-147-030-000	1029 EDWINA JUSTUS LP	013-123-021-000	431 VERNON ST
011-147-031-000	1031 EDWINA JUSTUS LP	013-152-019-000	620 OAK ST
011-147-032-000	1026 EDWINA JUSTUS LP	013-163-003-000	711 OAK ST
011-147-033-000	1010 EDWINA JUSTUS LP	013-163-004-000	705 OAK ST
011-147-034-000	510 LINCOLN ST	013-182-037-000	214 S LINCOLN ST
011-172-007-000	335 ALTA VISTA AV	013-192-036-000	1009 DOUGLAS BL
011-181-006-000	625 ALTA VISTA AV	013-194-027-000	1017 DOUGLAS BL
011-182-010-000	305 CAMPO ST	013-212-049-000	228 HARDING BL
011-250-007-000	531 VALLEJO AV	013-213-024-000	121 N SUNRISE AV
012-132-047-000	262 ELM ST	013-270-017-000	219 HARDING BL
012-134-031-000	246 FIG ST	013-290-002-000	401 OAK ST
012-142-018-000	116 ELM ST	014-033-024-000	329½ B ST
012-144-005-000	141 BIRCH ST	014-041-016-000	426 FIFTH ST
012-144-010-000	600 CHURCH ST	014-042-007-000	210 D ST
012-152-011-000	405 CHURCH ST	014-051-017-000	350 SIXTH ST
012-162-009-000	213 FIG ST	014-052-016-000	233 LA RUE AL
012-171-013-000	1012 CHURCH ST	014-061-039-000	435 FIFTH ST
012-171-022-000	115 FIG ST	014-062-018-000	412 SIXTH ST
012-171-029-000	1008 CHURCH ST	014-113-047-000	104 KEEHNER AV
012-171-030-000	1004 CHURCH ST	014-113-049-000	906 DOUGLAS BL
012-171-031-000	1000 CHURCH ST	014-113-060-000	212 KEEHNER AV
012-172-020-000	113 ELM ST	014-120-010-000	200 BONNY KNOLL RD

014-130-008-000	1123 WAYNE DR	017-232-043-000	7751 FOOTHILLS BL
014-183-031-000	260 S HARDING BL	017-250-010-000	10019 FOOTHILLS BL
014-252-003-000	408 EARL AV	017-250-019-000	10021 FOOTHILLS BL
014-263-042-000	600 KINDRED LN	017-250-058-000	1001 WINDING CREEK RD
014-263-045-000	600 KINDRED LN	017-250-076-000	10198 FOOTHILLS BL
014-270-044-000	620 SUNRISE AV	017-380-013-000	3801 COUNTRY CLUB DR
014-450-041-000	1600 DOUGLAS BL	017-410-025-000	8101 WASHINGTON BL
014-450-053-000	1600 DOUGLAS BL	017-410-043-000	7001 GALILEE RD
015-080-001-000	941 LAWTON AV	017-410-085-000	7100 GALILEE RD
015-080-019-000	309 VALLEJO AV	017-470-001-000	
015-080-045-000	923 LAWTON AV	017-470-002-000	
015-100-031-000	505 BERRY ST	017-470-004-000	
015-100-066-000	601 BERRY ST	017-470-019-000	
015-166-014-000	1271 ANTELOPE CREEK DR	017-470-020-000	
015-350-005-000	500 DEREK PL	017-470-022-000	5101 SUNSET BL
015-360-026-000	204 PAUL CT	017-470-023-000	
015-450-024-000	1850 TAYLOR RD	017-470-024-000	
015-450-025-000	1820 TAYLOR RD	017-470-025-000	4410 WESTBROOK BL
017-101-008-000	6382 PHILLIP RD	017-470-027-000	4411 WESTBROOK BL
017-101-010-000	3883 WESTBROOK BL	017-470-028-000	4501 WESTBROOK BL
017-101-016-000	5480 PHILLIP RD	017-470-031-000	
017-101-018-000	5300 PHILLIP RD	017-470-034-000	
017-101-019-000	5120 PHILLIP RD	017-470-036-000	5330 GREEN FEATHER WY
017-101-026-000	4601 WESTPARK DR	017-470-037-000	2090 GENTLE RAIN DR
017-101-038-000	2151 BLUE OAKS BL	017-470-040-000	
017-101-059-000	5300 FIDDYMENT RD	017-470-048-000	5331 GREEN FEATHER WY
017-101-060-000	2190 BLUE OAKS BL	017-470-049-000	
017-113-008-000	8450 INDUSTRIAL AV	017-470-053-000	
017-117-012-000	10651 INDUSTRIAL AV	017-470-055-000	5251 GREEN FEATHER WY
017-117-097-000	5251 FIDDYMENT RD	017-470-059-000	
017-123-004-000	10616 INDUSTRIAL AV	017-480-015-000	2151 GENTLE RAIN DR
017-123-020-000	10435 FAIRWAY DR	017-480-027-000	4200 AMORUSO RANCH RD
017-123-080-000	2000 FREEDOM WY	017-480-035-000	
017-123-081-000	2100 FREEDOM WY	017-480-036-000	
017-123-090-000	2200 FREEDOM WY	017-480-037-000	4300 WESTBROOK BL
017-123-091-000	8950 INDUSTRIAL AV	017-480-039-000	
017-152-018-000	1875 PLEASANT GROVE BL	017-480-040-000	4180 WESTBROOK BL
017-162-049-000	1798 PLEASANT GROVE BL	017-480-041-000	4080 WESTBROOK BL
017-162-074-000	1701 PLEASANT GROVE BL	017-480-043-000	4251 WESTBROOK BL
017-162-087-000	1721 PLEASANT GROVE BL	017-480-056-000	
017-162-088-000	1751 PLEASANT GROVE BL	017-480-057-000	
017-232-005-000	8701 FOOTHILLS BL	017-480-066-000	5250 GREEN FEATHER WY
017-232-006-000	8901 FOOTHILLS BL	017-480-077-000	2091 GENTLE RAIN DR
017-232-015-000	1207 PLEASANT GROVE BL	017-480-091-000	4315 WESTBROOK BL
017-232-033-000	7631 FOOTHILLS BL	017-480-126-000	4081 WESTBROOK BL
017-232-037-000	8801 FOOTHILLS BL	017-490-008-000	3040 BLUE OAKS BL
017-232-040-000	7801 FOOTHILLS BL	017-490-025-000	2930 BLUE OAKS BL
017-232-041-000	7851 FOOTHILLS BL	017-490-026-000	2880 BLUE OAKS BL
017-232-042-000	7731 FOOTHILLS BL	017-490-027-000	2860 BLUE OAKS BL

017-490-031-000	3260 BLUE OAKS BL	363-030-091-000	1001 ROSEVILLE PW
048-011-005-000	1905 DOUGLAS BL	363-030-092-000	1019 ROSEVILLE PW
048-013-013-000	1513 EUREKA RD	363-030-093-000	1007 ROSEVILLE PW
048-013-014-000	1411 ROCKY RIDGE DR	363-030-094-000	989 PLEASANT GROVE BL
048-021-056-000	8160 SIERRA COLLEGE BL	363-030-095-000	983 PLEASANT GROVE BL
048-021-057-000	8170 SIERRA COLLEGE BL	363-120-021-000	2088 HERITAGE DR
048-260-049-000	2001 STRAUCH DR	363-480-001-000	300 CONFERENCE CENTER DR
048-350-015-000	1614 KIT CARSON WY	363-480-002-000	310 CONFERENCE CENTER DR
048-350-016-000	1616 KIT CARSON WY	363-480-003-000	330 CONFERENCE CENTER DR
048-350-018-000	1618 KIT CARSON WY	363-480-004-000	320 CONFERENCE CENTER DR
048-350-021-000	1612 KIT CARSON WY	363-480-005-000	290 CONFERENCE CENTER DR
048-420-013-000	2130 DOUGLAS BL	363-480-006-000	350 CONFERENCE CENTER DR
048-460-030-000	1470 STONE POINT DR	456-010-073-000	1411 E ROSEVILLE PW
048-460-039-000	1486 STONE POINT DR	456-160-014-000	173 LOST OAK CT
048-520-031-000	1640 ROCKY RIDGE DR	456-160-023-000	116 LOST OAK CT
357-150-005-000	10521 FAIRWAY DR	456-160-025-000	1741 PARK OAK DR
357-150-009-000	10577 FAIRWAY DR	456-180-006-000	1917 PARK OAK DR
357-150-010-000	10561 FAIRWAY DR	466-030-046-000	9713 SIERRA COLLEGE BL
357-150-011-000	10553 FAIRWAY DR	466-190-042-000	9237 SIERRA COLLEGE BL
357-150-012-000	10537 FAIRWAY DR	466-190-055-000	9277 SIERRA COLLEGE BL
360-070-002-000	8300 INDUSTRIAL AV	469-100-013-000	1995 ROCKY RIDGE DR
360-070-004-000	8477 WASHINGTON BL	469-100-046-000	1941 ROCKY RIDGE DR
360-070-005-000	8473 WASHINGTON BL	469-110-031-000	1100 COTTONWOOD DR
360-070-006-000	8469 WASHINGTON BL	469-280-009-000	1828 S CIRBY WY
360-070-007-000	8465 WASHINGTON BL	470-050-008-000	919 OAK RIDGE DR
360-070-008-000	8457 WASHINGTON BL	471-010-003-000	823 CIRBY WY
360-070-025-000	8433 WASHINGTON BL	471-010-005-000	823 CIRBY WY
360-070-026-000	8441 WASHINGTON BL	471-010-006-000	823 CIRBY WY
361-230-024-000	246 GIBSON DR	471-010-009-000	823 CIRBY WY
363-011-002-000	580 GIBSON DR	471-020-017-000	1005 ORLANDO AV
363-011-003-000	564 GIBSON DR	471-020-036-000	2 SOMER RIDGE DR
363-011-004-000	572 GIBSON DR	471-050-007-000	11 WHYTE AV
363-011-005-000	556 GIBSON DR	471-080-003-000	8650 AUBURN BL
363-011-007-000	540 GIBSON DR	471-190-046-000	1021 CIRBY WY
363-011-013-000	250 CONFERENCE CENTER DR	471-220-021-000	718 SUNRISE AV
363-011-042-000	201 GIBSON DR	472-050-007-000	486 ROSEVILLE RD
363-011-043-000	1095 ROSEVILLE PW	472-050-008-000	486 ROSEVILLE RD
363-011-044-000	1091 ROSEVILLE PW	472-050-010-000	485 ROSEVILLE RD
363-011-054-000	999 RESERVE DR	472-050-013-000	490 ROSEVILLE RD
363-011-057-000	1013 RESERVE DR	472-050-014-000	486 ROSEVILLE RD
363-011-058-000	551 DIAMOND OAKS RD	472-050-022-000	480 ROSEVILLE RD
363-011-097-000	251 CONFERENCE CENTER DR	472-050-034-000	484 ROSEVILLE RD
363-021-011-000	935 HIGHLAND POINTE DR	472-050-035-000	484 ROSEVILLE RD
363-022-018-000	1741 FREEDOM WY	472-050-036-000	490 ROSEVILLE RD
363-022-025-000	1698 FREEDOM WY	472-060-010-000	450 ROSEVILLE RD
363-022-027-000	9000 WASHINGTON BL	472-060-011-000	400 ROSEVILLE RD
363-022-030-000	1720 FREEDOM WY	472-060-012-000	400 ROSEVILLE RD
363-022-031-000	1726 FREEDOM WY	472-060-013-000	450 ROSEVILLE RD
363-022-032-000	1730 FREEDOM WY	472-060-032-000	470 ROSEVILLE RD

472-070-008-000	400 ROSEVILLE RD	473-100-044-000	2140 MARCH RD
472-070-009-000	400 ROSEVILLE RD	473-100-045-000	2021 LENDELL LN
472-070-015-000	444 ROSEVILLE RD	473-100-051-000	2170 MARCH RD
472-070-017-000	446 ROSEVILLE RD	473-180-011-000	8000 ATKINSON ST
472-070-036-000	400 ROSEVILLE RD	475-100-010-000	2033 MALIBU PL
472-070-039-000	446 ROSEVILLE RD	477-080-006-000	1262 PLEASANT GROVE BL
472-070-041-000	444 ROSEVILLE RD	477-130-010-000	1599 MISTY WOOD DR
472-070-043-000	442 ROSEVILLE RD	481-260-005-000	1475 BLUE OAKS BL
472-080-017-000		481-260-012-000	7621 PAINTED DESERT DR
472-080-019-000	400 ROSEVILLE RD	481-260-013-000	1451 BLUE OAKS BL
472-080-022-000	420 ROSEVILLE RD	481-260-014-000	1431 BLUE OAKS BL
472-170-004-000	214 KENROY LN	481-260-036-000	401 ROSEVILLE PW
472-210-033-000	812 MACHADO LN	481-260-043-000	615 ROSEVILLE PW
472-330-052-000	1230 MELODY LN	481-260-044-000	605 ROSEVILLE PW
472-370-013-000	86 VALLEY OAK DR	481-260-045-000	635 ROSEVILLE PW
472-370-014-000	88 VALLEY OAK DR	481-260-046-000	625 ROSEVILLE PW
472-370-015-000	90 VALLEY OAK DR	481-260-048-000	9070 FOOTHILLS BL
472-370-016-000	92 VALLEY OAK DR	481-260-049-000	8808 FOOTHILLS BL
472-370-017-000	94 VALLEY OAK DR	481-260-052-000	1485 BLUE OAKS BL
472-370-018-000	96 VALLEY OAK DR	481-260-053-000	185 ROSEVILLE PW
472-370-019-000	98 VALLEY OAK DR	481-270-053-000	621 ROSEVILLE PW
472-370-020-000	100 VALLEY OAK DR	481-270-054-000	603 ROSEVILLE PW
472-370-021-000	102 VALLEY OAK DR	481-270-069-000	6070 WOODCREEK OAKS BL
472-370-022-000	104 VALLEY OAK DR	481-320-006-000	1533 BLUE OAKS BL
472-370-023-000	106 VALLEY OAK DR	481-320-009-000	290 ROSEVILLE PW
472-370-024-000	108 VALLEY OAK DR	481-360-001-000	7970 PAINTED DESERT DR
472-370-025-000	110 VALLEY OAK DR	481-360-002-000	7930 PAINTED DESERT DR
472-370-026-000	112 VALLEY OAK DR	481-360-003-000	7890 PAINTED DESERT DR
472-370-027-000	114 VALLEY OAK DR	481-370-020-000	280 VECTRA CT
472-370-028-000	113 VALLEY OAK DR	481-370-021-000	272 VECTRA CT
472-370-029-000	111 VALLEY OAK DR	481-370-022-000	264 VECTRA CT
472-370-030-000	109 VALLEY OAK DR	481-370-023-000	256 VECTRA CT
472-370-031-000	107 VALLEY OAK DR	481-370-025-000	240 VECTRA CT
472-370-032-000	105 VALLEY OAK DR	481-370-026-000	232 VECTRA CT
472-370-033-000	103 VALLEY OAK DR	481-370-027-000	224 VECTRA CT
472-370-034-000	101 VALLEY OAK DR	481-370-033-000	217 VECTRA CT
472-370-035-000	99 VALLEY OAK DR	481-370-034-000	225 VECTRA CT
473-100-014-000	2111 MARCH RD	481-370-035-000	233 VECTRA CT
473-100-022-000	1751 PFE RD	481-370-036-000	241 VECTRA CT
473-100-030-000	1961 PFE RD	481-370-037-000	249 VECTRA CT
473-100-032-000	2141 MARCH RD	481-370-038-000	257 VECTRA CT
473-100-033-000	2151 MARCH RD	481-370-039-000	265 VECTRA CT
473-100-034-000	2161 MARCH RD	481-370-040-000	273 VECTRA CT
473-100-035-000	2171 MARCH RD	481-370-041-000	281 VECTRA CT
473-100-036-000	2181 MARCH RD	481-370-042-000	2976 KNIGHTSBRIDGE LN
473-100-037-000	2191 MARCH RD	481-370-043-000	2968 KNIGHTSBRIDGE LN
473-100-038-000	2201 MARCH RD	481-370-044-000	2960 KNIGHTSBRIDGE LN
473-100-039-000	2211 MARCH RD	481-370-045-000	2952 KNIGHTSBRIDGE LN
473-100-040-000	2210 MARCH RD	481-370-046-000	2944 KNIGHTSBRIDGE LN

481-370-047-000	2936 KNIGHTSBRIDGE LN	482-480-004-000	2545 TRADEWINDS DR
481-370-048-000	2928 KNIGHTSBRIDGE LN	485-030-007-000	10568 INDUSTRIAL AV
481-370-049-000	2920 KNIGHTSBRIDGE LN	485-080-001-000	1600 WINDING CREEK RD
481-370-050-000	2912 KNIGHTSBRIDGE LN	485-080-002-000	1500 WINDING CREEK RD
481-370-051-000	2904 KNIGHTSBRIDGE LN	485-080-003-000	1400 WINDING CREEK RD
481-370-052-000	4001 FORTIFY ST	485-080-004-000	1300 WINDING CREEK RD
481-370-053-000	300 FORTIFY CT	485-080-005-000	10191 FOOTHILLS BL
481-370-054-000	2905 KNIGHTSBRIDGE LN	485-090-001-000	1200 WINDING CREEK RD
481-370-055-000	2913 KNIGHTSBRIDGE LN	485-090-002-000	1130 WINDING CREEK RD
481-370-056-000	2921 KNIGHTSBRIDGE LN	485-090-003-000	1101 WINDING CREEK RD
481-380-003-000	301 FORTIFY CT	485-090-004-000	1401 WINDING CREEK RD
481-380-004-000	2873 KNIGHTSBRIDGE LN	485-090-005-000	1601 WINDING CREEK RD
481-380-005-000	5065 ENVY ST	490-360-002-000	2101 WHARTON LN
481-380-006-000	5057 ENVY ST	490-360-003-000	1055 AMINGTON DR
481-380-007-000	5049 ENVY ST	492-012-003-000	2551 HAYDEN PW
481-380-010-000	4024 FORTIFY ST	492-012-097-000	2451 BLUE OAKS BL
481-380-023-000	3025 PALO ALTO ST	492-013-002-000	4851 FIDDYMENT RD
481-380-025-000	5048 ENVY ST	492-013-006-000	4951 FIDDYMENT RD
481-380-026-000	5072 ENVY ST	492-440-008-000	1441 WADSWORTH CI
481-380-027-000	3000 PALO ALTO ST	492-440-012-000	1473 WADSWORTH CI
481-380-028-000	3008 PALO ALTO ST	492-440-035-000	7000 PRUETT DR
481-380-030-000	3024 PALO ALTO ST	492-440-039-000	1440 WADSWORTH CI
481-390-001-000	1016 ELITE ST	492-440-040-000	1432 WADSWORTH CI
481-390-005-000	1056 ELITE ST	492-440-041-000	1424 WADSWORTH CI
481-390-006-000	1064 ELITE ST	492-490-002-000	2891 N HAYDEN PW
481-390-007-000	1072 ELITE ST	492-490-009-000	9048 BREA WY
481-390-008-000	5000 ENVY ST	492-490-010-000	9056 BREA WY
481-390-009-000	5008 ENVY ST	492-490-011-000	9088 BREA WY
481-390-010-000	5016 ENVY ST	492-490-012-000	9096 BREA WY
481-390-011-000	5024 ENVY ST	492-490-013-000	9104 BREA WY
481-390-012-000	5032 ENVY ST	492-490-014-000	9112 BREA WY
481-390-013-000	5025 ENVY ST	492-490-015-000	9120 BREA WY
481-390-014-000	5017 ENVY ST	492-490-016-000	900 BREA CT
481-390-015-000	5009 ENVY ST	492-490-017-000	908 BREA CT
481-390-016-000	508 TERMINAL CT	492-490-018-000	916 BREA CT
481-390-017-000	516 TERMINAL CT	492-490-019-000	924 BREA CT
481-390-018-000	524 TERMINAL CT	492-490-020-000	925 BREA CT
481-390-019-000	532 TERMINAL CT	492-490-021-000	917 BREA CT
481-390-020-000	1065 ELITE ST	492-490-022-000	909 BREA CT
481-390-021-000	509 TERMINAL CT	492-490-023-000	7200 EL CERRITO WY
481-390-022-000	517 TERMINAL CT	492-490-024-000	9097 BREA WY
481-390-023-000	525 TERMINAL CT	492-490-025-000	5065 RIALTO DR
481-390-024-000	533 TERMINAL CT	492-490-026-000	9057 BREA WY
481-390-025-000	541 TERMINAL CT	492-490-027-000	9049 BREA WY
481-390-026-000	549 TERMINAL CT	492-490-028-000	9041 BREA WY
482-340-012-000	1490 BLUE OAKS BL	492-490-040-000	3041 HEMET WY
482-420-002-000	120 DIAMOND CREEK PL	492-490-041-000	3033 HEMET WY
482-480-002-000	2503 TRADEWINDS DR	492-490-042-000	3025 HEMET WY
482-480-003-000	2517 TRADEWINDS DR	492-490-043-000	3017 HEMET WY

492-490-044-000	3009 HEMET WY	492-490-093-000	7009 EL CERRITO WY
492-490-045-000	7048 EL CERRITO WY	492-490-094-000	7001 EL CERRITO WY
492-490-046-000	7056 EL CERRITO WY	492-500-019-000	8080 PASADENA DR
492-490-047-000	5008 RIALTO DR	492-500-020-000	8072 PASADENA DR
492-490-048-000	5016 RIALTO DR	492-500-021-000	8064 PASADENA DR
492-490-049-000	5024 RIALTO DR	492-500-022-000	8056 PASADENA DR
492-490-050-000	5032 RIALTO DR	492-500-023-000	8048 PASADENA DR
492-490-051-000	5040 RIALTO DR	492-500-024-000	8040 PASADENA DR
492-490-052-000	5048 RIALTO DR	492-500-025-000	8032 PASADENA DR
492-490-053-000	5057 RIALTO DR	492-500-026-000	8024 PASADENA DR
492-490-054-000	5049 RIALTO DR	492-500-027-000	8016 PASADENA DR
492-490-055-000	5041 RIALTO DR	492-500-028-000	8008 PASADENA DR
492-490-056-000	5033 RIALTO DR	492-500-029-000	1065 CAMARILLO DR
492-490-057-000	5025 RIALTO DR	492-500-030-000	1041 CAMARILLO DR
492-490-058-000	5017 RIALTO DR	492-500-031-000	8009 PASADENA DR
492-490-059-000	5009 RIALTO DR	492-500-032-000	8017 PASADENA DR
492-490-060-000	7088 EL CERRITO WY	492-500-033-000	8025 PASADENA DR
492-490-061-000	7096 EL CERRITO WY	492-500-034-000	8033 PASADENA DR
492-490-062-000	7136 EL CERRITO WY	492-500-035-000	8041 PASADENA DR
492-490-063-000	7144 EL CERRITO WY	492-500-036-000	8049 PASADENA DR
492-490-064-000	7152 EL CERRITO WY	492-500-037-000	8057 PASADENA DR
492-490-065-000	7160 EL CERRITO WY	492-500-038-000	8065 PASADENA DR
492-490-066-000	7168 EL CERRITO WY	492-500-039-000	8073 PASADENA DR
492-490-067-000	7176 EL CERRITO WY	492-500-040-000	8081 PASADENA DR
492-490-068-000	7184 EL CERRITO WY	492-500-086-000	4684 CRAWFORD PW
492-490-069-000	7192 EL CERRITO WY	496-020-014-000	2801 WESTBROOK BL
492-490-070-000	7193 EL CERRITO WY	496-020-020-000	6101 GARLAND WY
492-490-071-000	7185 EL CERRITO WY	496-020-031-000	2900 WESTBROOK BL
492-490-072-000	7177 EL CERRITO WY	496-020-037-000	2500 WESTBROOK BL
492-490-073-000	7169 EL CERRITO WY	496-030-008-000	2275 WESTBROOK BL
492-490-074-000	7161 EL CERRITO WY	496-030-013-000	4401 WESTPARK DR
492-490-075-000	7153 EL CERRITO WY	496-100-003-000	4030 SOLAIRE DR
492-490-076-000	7145 EL CERRITO WY	496-100-027-000	3380 PLEASANT GROVE BL
492-490-077-000	7137 EL CERRITO WY	496-100-029-000	3250 PLEASANT GROVE BL
492-490-078-000	7129 EL CERRITO WY	496-100-034-000	4201 SANTUCCI BL
492-490-079-000	7121 EL CERRITO WY	496-100-098-000	2905 PLEASANT GROVE BL
492-490-080-000	7113 EL CERRITO WY	496-100-099-000	1967 WESTBROOK BL
492-490-081-000	7105 EL CERRITO WY	496-610-001-000	6456 BENCHMARK DR
492-490-082-000	7097 EL CERRITO WY	496-610-002-000	6292 BENCHMARK DR
492-490-083-000	7089 EL CERRITO WY	496-610-003-000	6457 BENCHMARK DR
492-490-084-000	7081 EL CERRITO WY	496-610-004-000	6339 BENCHMARK DR
492-490-085-000	7073 EL CERRITO WY	496-610-007-000	3575 WESTBROOK BL
492-490-086-000	7065 EL CERRITO WY	496-610-009-000	3683 WESTBROOK BL
492-490-087-000	7057 EL CERRITO WY	496-620-001-000	5876 HOLT PW
492-490-088-000	7049 EL CERRITO WY	496-620-002-000	5710 HOLT PW
492-490-089-000	7041 EL CERRITO WY	496-620-003-000	5775 HOLT PW
492-490-090-000	7033 EL CERRITO WY	496-620-006-000	3440 WESTBROOK BL
492-490-091-000	7025 EL CERRITO WY	496-620-012-000	1135 CELEBRATE DR
492-490-092-000	7017 EL CERRITO WY	496-620-016-000	

496-630-001-000	7521 MOON DREAM WY	496-650-016-000	2096 LAZY DAY LN
496-630-002-000	7513 MOON DREAM WY	496-650-017-000	2104 LAZY DAY LN
496-630-006-000	7481 MOON DREAM WY	496-650-018-000	2112 LAZY DAY LN
496-630-007-000	7473 MOON DREAM WY	496-650-019-000	432 CRESCENT MOON CT
496-630-008-000	7465 MOON DREAM WY	496-650-020-000	440 CRESCENT MOON CT
496-630-022-000	7345 STAR TRAIL WY	496-650-021-000	441 CRESCENT MOON CT
496-630-023-000	7337 STAR TRAIL WY	496-650-022-000	433 CRESCENT MOON CT
496-630-024-000	7329 STAR TRAIL WY	496-650-023-000	425 CRESCENT MOON CT
496-630-035-000	3080 ASTRONOMER WY	496-650-024-000	516 FLANNEL CT
496-630-036-000	3088 ASTRONOMER WY	496-650-025-000	517 FLANNEL CT
496-630-037-000	3096 ASTRONOMER WY	496-650-026-000	509 FLANNEL CT
496-630-038-000	3104 ASTRONOMER WY	496-650-027-000	3080 CREEKVIEW DR
496-630-039-000	3112 ASTRONOMER WY	496-650-028-000	4000 DIVERGE DR
496-630-040-000	3089 ASTRONOMER WY	496-650-029-000	4008 DIVERGE DR
496-630-041-000	3081 ASTRONOMER WY	496-650-030-000	4016 DIVERGE DR
496-630-060-000	7472 MOON DREAM WY	496-650-031-000	4024 DIVERGE DR
496-630-061-000	7480 MOON DREAM WY	496-650-032-000	4032 DIVERGE DR
496-630-062-000	7488 MOON DREAM WY	496-650-033-000	4040 DIVERGE DR
496-630-063-000	7496 MOON DREAM WY	496-650-034-000	4048 DIVERGE DR
496-640-001-000	2001 SHADY TREE CI	496-650-035-000	4056 DIVERGE DR
496-640-002-000	2009 SHADY TREE CI	496-650-036-000	2080 LAZY DAY LN
496-640-003-000	2017 SHADY TREE CI	496-650-037-000	2056 LAZY DAY LN
496-640-004-000	2025 SHADY TREE CI	496-650-038-000	4057 DIVERGE DR
496-640-005-000	2033 SHADY TREE CI	496-650-039-000	4049 DIVERGE DR
496-640-038-000	2320 SHADY TREE CI	496-650-040-000	4041 DIVERGE DR
496-640-039-000	509 RUCKSACK PL	496-650-041-000	4033 DIVERGE DR
496-640-040-000	517 RUCKSACK PL	496-650-042-000	4017 DIVERGE DR
496-640-041-000	525 RUCKSACK PL	496-650-043-000	4001 DIVERGE DR
496-640-042-000	524 RUCKSACK PL	496-650-044-000	600 CORDUROY CT
496-640-043-000	516 RUCKSACK PL	496-650-047-000	617 CORDUROY CT
496-640-044-000	2304 SHADY TREE CI	496-650-048-000	609 CORDUROY CT
496-640-073-000	2032 SHADY TREE CI	496-650-049-000	601 CORDUROY CT
496-640-074-000	2024 SHADY TREE CI	496-650-050-000	1200 CELEBRATE DR
496-640-077-000	2000 SHADY TREE CI	496-650-051-000	1208 CELEBRATE DR
496-650-001-000	2001 LAZY DAY LN	496-650-052-000	1216 CELEBRATE DR
496-650-002-000	2009 LAZY DAY LN	496-650-053-000	1224 CELEBRATE DR
496-650-003-000	2017 LAZY DAY LN	496-650-054-000	2016 LAZY DAY LN
496-650-004-000	2025 LAZY DAY LN	496-650-055-000	2024 LAZY DAY LN
496-650-005-000	2033 LAZY DAY LN	496-650-056-000	2032 LAZY DAY LN
496-650-006-000	2041 LAZY DAY LN	496-650-057-000	2040 LAZY DAY LN
496-650-007-000	2049 LAZY DAY LN	496-650-058-000	2048 LAZY DAY LN
496-650-008-000	2057 LAZY DAY LN	496-660-001-000	2121 LAZY DAY LN
496-650-009-000	2073 LAZY DAY LN	496-660-002-000	2129 LAZY DAY LN
496-650-010-000	2081 LAZY DAY LN	496-660-003-000	2137 LAZY DAY LN
496-650-011-000	2089 LAZY DAY LN	496-660-004-000	2145 LAZY DAY LN
496-650-012-000	2097 LAZY DAY LN	496-660-005-000	2153 LAZY DAY LN
496-650-013-000	2105 LAZY DAY LN	496-660-006-000	317 SNOWMELT CT
496-650-014-000	2113 LAZY DAY LN	496-660-007-000	325 SNOWMELT CT
496-650-015-000	2088 LAZY DAY LN	496-660-014-000	2181 LAZY DAY LN

496-660-015-000	209 CREEKVIEW CT	496-670-066-000	8025 ROUNDHOUSE LP
496-660-016-000	217 CREEKVIEW CT	496-670-067-000	8033 ROUNDHOUSE LP
496-660-017-000	225 CREEKVIEW CT	496-670-068-000	8041 ROUNDHOUSE LP
496-660-018-000	233 CREEKVIEW CT	496-670-069-000	8049 ROUNDHOUSE LP
496-660-019-000	241 CREEKVIEW CT	496-670-070-000	8057 ROUNDHOUSE LP
496-660-020-000	249 CREEKVIEW CT	496-670-071-000	8065 ROUNDHOUSE LP
496-660-021-000	257 CREEKVIEW CT	496-670-072-000	8073 ROUNDHOUSE LP
496-660-022-000	265 CREEKVIEW CT	496-670-073-000	8081 ROUNDHOUSE LP
496-660-023-000	2120 LAZY DAY LN	496-670-074-000	8089 ROUNDHOUSE LP
496-660-028-000	2170 LAZY DAY LN	496-680-001-000	6201 WOODLANDS LP
496-660-029-000	3008 CREEKVIEW DR	496-680-002-000	6193 WOODLANDS LP
496-660-030-000	3016 CREEKVIEW DR	496-680-003-000	6185 WOODLANDS LP
496-660-031-000	400 CRESCENT MOON CT	496-680-004-000	6177 WOODLANDS LP
496-660-032-000	408 CRESCENT MOON CT	496-680-005-000	6169 WOODLANDS LP
496-660-033-000	416 CRESCENT MOON CT	496-680-041-000	409 RAVENROCK PL
496-660-034-000	424 CRESCENT MOON CT	496-680-042-000	401 RAVENROCK PL
496-660-035-000	417 CRESCENT MOON CT	496-680-043-000	4097 RAVENROCK WY
496-660-036-000	409 CRESCENT MOON CT	496-680-044-000	4089 RAVENROCK WY
496-660-037-000	401 CRESCENT MOON CT	496-680-045-000	4081 RAVENROCK WY
496-660-038-000	3056 CREEKVIEW DR	496-680-046-000	4073 RAVENROCK WY
496-660-039-000	508 FLANNEL CT	496-680-052-000	3008 BLACK WALNUT WY
496-670-001-000	4001 HAPPY CAMPER WY	496-680-053-000	4080 RAVENROCK WY
496-670-002-000	4009 HAPPY CAMPER WY	496-680-054-000	4072 RAVENROCK WY
496-670-003-000	4017 HAPPY CAMPER WY	496-680-055-000	4064 RAVENROCK WY
496-670-004-000	4025 HAPPY CAMPER WY	496-680-056-000	4056 RAVENROCK WY
496-670-005-000	4033 HAPPY CAMPER WY	496-680-057-000	4048 RAVENROCK WY
496-670-006-000	4041 HAPPY CAMPER WY	496-680-058-000	4040 RAVENROCK WY
496-670-029-000	4048 HAPPY CAMPER WY	496-680-059-000	4057 RAVENROCK WY
496-670-030-000	4040 HAPPY CAMPER WY	496-680-061-000	4041 RAVENROCK WY
496-670-034-000	4000 HAPPY CAMPER WY	496-680-078-000	6168 WOODLANDS LP
496-670-035-000	5001 MARSHMALLOW DR	496-680-079-000	6176 WOODLANDS LP
496-670-036-000	5009 MARSHMALLOW DR	496-680-082-000	6200 WOODLANDS LP
496-670-037-000	5017 MARSHMALLOW DR	498-010-021-000	6872 FIDDYMENT RD
496-670-038-000	5025 MARSHMALLOW DR	498-010-022-000	4701 UPLAND DR
496-670-039-000	5033 MARSHMALLOW DR	498-010-026-000	2100 NICOLE GEE DR
496-670-040-000	5041 MARSHMALLOW DR	498-010-059-000	1801 VISTA GRANDE BL
496-670-041-000	5049 MARSHMALLOW DR	498-010-060-000	1721 VISTA GRANDE BL
496-670-042-000	5057 MARSHMALLOW DR	498-020-014-000	1600 WESTBROOK BL
496-670-043-000	5065 MARSHMALLOW DR	498-020-015-000	1500 WESTBROOK BL
496-670-056-000	5056 MARSHMALLOW DR	498-020-016-000	1501 WESTBROOK BL
496-670-057-000	5048 MARSHMALLOW DR	498-020-018-000	3700 SANTUCCI BL
496-670-058-000	5040 MARSHMALLOW DR	498-020-019-000	2401 SILVER SPRUCE DR
496-670-059-000	5032 MARSHMALLOW DR	498-020-021-000	2520 VISTA GRANDE BL
496-670-060-000	5024 MARSHMALLOW DR	498-020-022-000	2400 VISTA GRANDE BL
496-670-061-000	5016 MARSHMALLOW DR	498-020-025-000	1251 WESTBROOK BL
496-670-062-000	5000 MARSHMALLOW DR	498-020-028-000	1400 WESTBROOK BL
496-670-063-000	8001 ROUNDHOUSE LP	498-020-034-000	1850 VISTA GRANDE BL
496-670-064-000	8009 ROUNDHOUSE LP	498-020-035-000	1750 VISTA GRANDE BL
496-670-065-000	8017 ROUNDHOUSE LP	498-020-043-000	2200 NICOLE GEE DR

498-020-060-000	3700 MARKET ST	498-240-051-000	2040 QUARTZ COVE WY
498-020-061-000	3750 MARKET ST	498-240-052-000	2048 QUARTZ COVE WY
498-020-062-000	1710 VISTA GRANDE BL	498-240-053-000	2056 QUARTZ COVE WY
498-080-004-000	6176 RIDING PATH DR	498-240-054-000	2064 QUARTZ COVE WY
498-080-005-000	6168 RIDING PATH DR	498-240-055-000	3000 RED CANARD WY
498-080-047-000	6153 RIDING PATH DR	498-240-056-000	3008 RED CANARD WY
498-230-001-000	2001 ARBOR RIDGE DR	498-240-057-000	3016 RED CANARD WY
498-230-005-000	2033 ARBOR RIDGE DR	498-240-058-000	3024 RED CANARD WY
498-230-006-000	2041 ARBOR RIDGE DR	498-240-059-000	3032 RED CANARD WY
498-230-007-000	2049 ARBOR RIDGE DR	498-240-060-000	3040 RED CANARD WY
498-230-008-000	2057 ARBOR RIDGE DR	498-240-061-000	3048 RED CANARD WY
498-230-009-000	2065 ARBOR RIDGE DR	498-240-062-000	3056 RED CANARD WY
498-230-053-000	3024 SHASTA DAISY CI	498-240-063-000	2517 PLUME WILLOW WY
498-230-054-000	3016 SHASTA DAISY CI	498-240-064-000	2525 PLUME WILLOW WY
498-230-055-000	3008 SHASTA DAISY CI	498-240-080-000	3121 RED CANARD WY
498-230-056-000	3009 SHASTA DAISY CI	498-240-081-000	3105 RED CANARD WY
498-230-057-000	3041 SHASTA DAISY CI	498-240-082-000	3097 RED CANARD WY
498-230-058-000	3049 SHASTA DAISY CI	498-240-083-000	3089 RED CANARD WY
498-230-067-000	2080 ARBOR RIDGE DR	498-240-084-000	3081 RED CANARD WY
498-230-068-000	2072 ARBOR RIDGE DR	498-240-085-000	3073 RED CANARD WY
498-230-069-000	2064 ARBOR RIDGE DR	498-240-086-000	3065 RED CANARD WY
498-230-070-000	2056 ARBOR RIDGE DR	498-240-087-000	3057 RED CANARD WY
498-230-071-000	2048 ARBOR RIDGE DR	498-240-088-000	3049 RED CANARD WY
498-230-072-000	2032 ARBOR RIDGE DR	498-240-089-000	3041 RED CANARD WY
498-230-073-000	2024 ARBOR RIDGE DR	498-240-090-000	3033 RED CANARD WY
498-230-074-000	2016 ARBOR RIDGE DR	498-240-091-000	3025 RED CANARD WY
498-230-075-000	309 BEE BALM CT	498-240-092-000	3017 RED CANARD WY
498-230-076-000	317 BEE BALM CT	498-240-093-000	3009 RED CANARD WY
498-230-077-000	325 BEE BALM CT	498-240-094-000	3001 RED CANARD WY
498-230-078-000	324 BEE BALM CT	498-240-095-000	4016 MOLTEN CREEK WY
498-230-079-000	316 BEE BALM CT	498-240-096-000	4048 MOLTEN CREEK WY
498-230-080-000	308 BEE BALM CT	498-240-097-000	4056 MOLTEN CREEK WY
498-240-001-000	2105 QUARTZ COVE WY	498-240-098-000	4064 MOLTEN CREEK WY
498-240-002-000	2097 QUARTZ COVE WY	498-240-099-000	4072 MOLTEN CREEK WY
498-240-003-000	2089 QUARTZ COVE WY	498-240-100-000	4080 MOLTEN CREEK WY
498-240-004-000	2081 QUARTZ COVE WY	498-240-101-000	4088 MOLTEN CREEK WY
498-240-005-000	2073 QUARTZ COVE WY	498-240-102-000	4096 MOLTEN CREEK WY
498-240-006-000	2065 QUARTZ COVE WY	498-240-103-000	4104 MOLTEN CREEK WY
498-240-010-000	2033 QUARTZ COVE WY	498-240-104-000	4112 MOLTEN CREEK WY
498-240-011-000	2025 QUARTZ COVE WY	498-240-105-000	4120 MOLTEN CREEK WY
498-240-012-000	2017 QUARTZ COVE WY	498-240-128-000	4121 MOLTEN CREEK WY
498-240-013-000	2009 QUARTZ COVE WY	498-240-129-000	4113 MOLTEN CREEK WY
498-240-014-000	2001 QUARTZ COVE WY	498-240-130-000	4105 MOLTEN CREEK WY
498-240-045-000	2509 PLUME WILLOW WY	498-240-131-000	4097 MOLTEN CREEK WY
498-240-046-000	2501 PLUME WILLOW WY	498-240-132-000	4089 MOLTEN CREEK WY
498-240-047-000	2008 QUARTZ COVE WY	498-240-133-000	4081 MOLTEN CREEK WY
498-240-048-000	2016 QUARTZ COVE WY	498-240-134-000	4073 MOLTEN CREEK WY
498-240-049-000	2024 QUARTZ COVE WY	498-240-135-000	4065 MOLTEN CREEK WY
498-240-050-000	2032 QUARTZ COVE WY	498-240-136-000	4057 MOLTEN CREEK WY

498-240-137-000	4049 MOLTEN CREEK WY	498-280-042-000	601 MELARS CT
498-240-138-000	4041 MOLTEN CREEK WY	498-280-043-000	609 MELARS CT
498-240-139-000	4033 MOLTEN CREEK WY	498-280-044-000	617 MELARS CT
498-240-140-000	4025 MOLTEN CREEK WY	498-280-045-000	625 MELARS CT
498-240-141-000	4017 MOLTEN CREEK WY	498-280-046-000	624 MELARS CT
498-240-142-000	4009 MOLTEN CREEK WY	498-280-047-000	616 MELARS CT
498-240-143-000	4001 MOLTEN CREEK WY	498-280-048-000	608 MELARS CT
498-270-001-000	1192 GUNNISON DR	498-280-049-000	501 SUMMERVILLE CT
498-270-002-000	1184 GUNNISON DR	498-280-050-000	509 SUMMERVILLE CT
498-270-003-000	1176 GUNNISON DR	498-280-051-000	517 SUMMERVILLE CT
498-270-004-000	1168 GUNNISON DR	498-290-001-000	700 WHITE SANDS PL
498-270-005-000	1160 GUNNISON DR	498-290-002-000	708 WHITE SANDS PL
498-270-006-000	1152 GUNNISON DR	498-290-003-000	716 WHITE SANDS PL
498-270-007-000	1144 GUNNISON DR	498-290-004-000	617 TORTUGAS PL
498-270-054-000	1153 GUNNISON DR	498-290-005-000	609 TORTUGAS PL
498-270-055-000	4072 CANYONLAND DR	498-290-006-000	601 TORTUGAS PL
498-270-056-000	4064 CANYONLAND DR	498-290-007-000	600 TORTUGAS PL
498-270-057-000	4056 CANYONLAND DR	498-290-008-000	608 TORTUGAS PL
498-270-058-000	4048 CANYONLAND DR	498-290-009-000	616 TORTUGAS PL
498-270-059-000	516 SUMMERVILLE CT	498-290-010-000	517 MANGROVE PL
498-270-060-000	508 SUMMERVILLE CT	498-290-011-000	509 MANGROVE PL
498-270-061-000	500 SUMMERVILLE CT	498-290-012-000	501 MANGROVE PL
498-270-062-000	1177 GUNNISON DR	498-290-013-000	500 MANGROVE PL
498-270-063-000	1185 GUNNISON DR	498-290-014-000	508 MANGROVE PL
498-270-064-000	1193 GUNNISON DR	498-290-015-000	516 MANGROVE PL
498-280-015-000	3000 GLACIER BAY WY	498-290-016-000	417 MENA PL
498-280-016-000	3001 GLACIER BAY WY	498-290-017-000	409 MENA PL
498-280-017-000	3009 GLACIER BAY WY	498-290-018-000	401 MENA PL
498-280-021-000	4040 CANYONLAND DR	498-290-019-000	400 MENA PL
498-280-022-000	4032 CANYONLAND DR	498-290-020-000	408 MENA PL
498-280-023-000	4024 CANYONLAND DR	498-290-021-000	416 MENA PL
498-280-024-000	4016 CANYONLAND DR	498-290-022-000	317 FEEZER PL
498-280-025-000	4008 CANYONLAND DR	498-290-023-000	309 FEEZER PL
498-280-026-000	4000 CANYONLAND DR	498-290-024-000	301 FEEZER PL
498-280-027-000	832 CANYONLAND CT	498-290-025-000	316 FEEZER PL
498-280-028-000	824 CANYONLAND CT	498-290-026-000	308 FEEZER PL
498-280-029-000	816 CANYONLAND CT	498-290-027-000	300 FEEZER PL
498-280-030-000	808 CANYONLAND CT	498-290-028-000	2240 LONGMIRE LP
498-280-031-000	800 CANYONLAND CT	498-290-029-000	2232 LONGMIRE LP
498-280-032-000	901 ACADIA CT	498-290-030-000	2224 LONGMIRE LP
498-280-033-000	909 ACADIA CT	498-290-033-000	2257 LONGMIRE LP
498-280-034-000	917 ACADIA CT	498-290-034-000	2265 LONGMIRE LP
498-280-035-000	925 ACADIA CT	498-290-035-000	2273 LONGMIRE LP
498-280-036-000	933 ACADIA CT	498-290-036-000	2281 LONGMIRE LP
498-280-037-000	932 ACADIA CT	498-290-037-000	2289 LONGMIRE LP
498-280-038-000	924 ACADIA CT	498-290-038-000	2297 LONGMIRE LP
498-280-039-000	916 ACADIA CT	498-290-039-000	2305 LONGMIRE LP
498-280-040-000	908 ACADIA CT	498-290-040-000	2313 LONGMIRE LP
498-280-041-000	900 ACADIA CT	498-290-041-000	2321 LONGMIRE LP

498-290-042-000	2329 LONGMIRE LP	498-300-030-000	308 JAVELIN CT
498-290-043-000	2337 LONGMIRE LP	498-300-031-000	300 JAVELIN CT
498-290-044-000	2345 LONGMIRE LP	498-300-032-000	1033 MALLORY RIDGE ST
498-290-045-000	2353 LONGMIRE LP	498-300-033-000	1041 MALLORY RIDGE ST
498-290-046-000	2361 LONGMIRE LP	498-300-034-000	1049 MALLORY RIDGE ST
498-290-047-000	2369 LONGMIRE LP	498-300-035-000	1057 MALLORY RIDGE ST
498-290-048-000	2377 LONGMIRE LP	498-300-036-000	1065 MALLORY RIDGE ST
498-290-049-000	2385 LONGMIRE LP	498-300-037-000	1073 MALLORY RIDGE ST
498-290-050-000	2393 LONGMIRE LP	498-300-038-000	1081 MALLORY RIDGE ST
498-290-051-000	2401 LONGMIRE LP	498-300-039-000	1089 MALLORY RIDGE ST
498-290-052-000	2409 LONGMIRE LP	498-300-040-000	1097 MALLORY RIDGE ST
498-290-053-000	2033 LONGMIRE LP	498-300-041-000	1105 MALLORY RIDGE ST
498-290-092-000	2056 LONGMIRE LP	498-300-042-000	1113 MALLORY RIDGE ST
498-290-093-000	2048 LONGMIRE LP	498-300-043-000	1121 MALLORY RIDGE ST
498-290-094-000	2040 LONGMIRE LP	498-300-044-000	1129 MALLORY RIDGE ST
498-290-095-000	2032 LONGMIRE LP	498-300-045-000	1137 MALLORY RIDGE ST
498-290-096-000	2024 LONGMIRE LP	498-300-046-000	1145 MALLORY RIDGE ST
498-290-097-000	2016 LONGMIRE LP	498-300-047-000	1153 MALLORY RIDGE ST
498-290-098-000	2448 LONGMIRE LP	498-300-048-000	1161 MALLORY RIDGE ST
498-290-099-000	2440 LONGMIRE LP	498-300-049-000	1169 MALLORY RIDGE ST
498-300-001-000	1001 MALLORY RIDGE ST	498-300-050-000	1136 MALLORY RIDGE ST
498-300-002-000	1009 MALLORY RIDGE ST	498-300-051-000	1128 MALLORY RIDGE ST
498-300-003-000	401 DESERT ELFIN CT	498-300-052-000	1120 MALLORY RIDGE ST
498-300-004-000	405 DESERT ELFIN CT	498-300-053-000	1112 MALLORY RIDGE ST
498-300-005-000	409 DESERT ELFIN CT	498-300-054-000	1104 MALLORY RIDGE ST
498-300-006-000	413 DESERT ELFIN CT	498-300-055-000	1096 MALLORY RIDGE ST
498-300-007-000	417 DESERT ELFIN CT	498-300-056-000	1088 MALLORY RIDGE ST
498-300-008-000	421 DESERT ELFIN CT	498-300-057-000	1080 MALLORY RIDGE ST
498-300-009-000	425 DESERT ELFIN CT	498-300-058-000	1040 MALLORY RIDGE ST
498-300-010-000	429 DESERT ELFIN CT	498-300-059-000	1032 MALLORY RIDGE ST
498-300-011-000	433 DESERT ELFIN CT	498-300-060-000	1024 MALLORY RIDGE ST
498-300-012-000	437 DESERT ELFIN CT	498-300-061-000	1016 MALLORY RIDGE ST
498-300-013-000	441 DESERT ELFIN CT	498-300-062-000	2009 BLUE COPPICE WY
498-300-014-000	445 DESERT ELFIN CT	498-300-063-000	2017 BLUE COPPICE WY
498-300-015-000	449 DESERT ELFIN CT	498-300-064-000	2025 BLUE COPPICE WY
498-300-016-000	453 DESERT ELFIN CT	498-300-065-000	2033 BLUE COPPICE WY
498-300-017-000	457 DESERT ELFIN CT	498-300-066-000	2041 BLUE COPPICE WY
498-300-018-000	452 DESERT ELFIN CT	498-300-067-000	2049 BLUE COPPICE WY
498-300-019-000	448 DESERT ELFIN CT	498-300-068-000	2057 BLUE COPPICE WY
498-300-020-000	444 DESERT ELFIN CT	498-300-069-000	1176 MALLORY RIDGE ST
498-300-021-000	440 DESERT ELFIN CT	498-300-070-000	1177 MALLORY RIDGE ST
498-300-022-000	301 JAVELIN CT	498-300-071-000	2089 BLUE COPPICE WY
498-300-023-000	309 JAVELIN CT	498-300-072-000	2097 BLUE COPPICE WY
498-300-024-000	317 JAVELIN CT	498-300-073-000	301 CABOT CANYON CT
498-300-025-000	325 JAVELIN CT	498-300-074-000	309 CABOT CANYON CT
498-300-026-000	333 JAVELIN CT	498-300-075-000	317 CABOT CANYON CT
498-300-027-000	332 JAVELIN CT	498-300-076-000	325 CABOT CANYON CT
498-300-028-000	324 JAVELIN CT	498-300-077-000	316 CABOT CANYON CT
498-300-029-000	316 JAVELIN CT	498-300-078-000	308 CABOT CANYON CT

498-300-079-000	300 CABOT CANYON CT	498-310-035-000	6176 SPARKLING COVE ST
498-300-080-000	2128 BLUE COPPICE WY	498-310-036-000	6168 SPARKLING COVE ST
498-300-081-000	2120 BLUE COPPICE WY	498-310-037-000	6160 SPARKLING COVE ST
498-300-082-000	2112 BLUE COPPICE WY	498-310-038-000	6152 SPARKLING COVE ST
498-300-083-000	2104 BLUE COPPICE WY	498-310-039-000	6144 SPARKLING COVE ST
498-300-084-000	2096 BLUE COPPICE WY	498-310-040-000	6136 SPARKLING COVE ST
498-300-085-000	2088 BLUE COPPICE WY	498-310-041-000	6128 SPARKLING COVE ST
498-300-086-000	2080 BLUE COPPICE WY	498-310-042-000	6120 SPARKLING COVE ST
498-300-087-000	2072 BLUE COPPICE WY	498-310-043-000	6112 SPARKLING COVE ST
498-300-088-000	2064 BLUE COPPICE WY	498-310-044-000	6104 SPARKLING COVE ST
498-300-089-000	2056 BLUE COPPICE WY	498-310-045-000	6096 SPARKLING COVE ST
498-300-090-000	2048 BLUE COPPICE WY	498-310-046-000	6088 SPARKLING COVE ST
498-300-093-000	2024 BLUE COPPICE WY	498-310-047-000	6080 SPARKLING COVE ST
498-300-094-000	2016 BLUE COPPICE WY	498-310-048-000	6072 SPARKLING COVE ST
498-300-095-000	2008 BLUE COPPICE WY	498-310-049-000	6064 SPARKLING COVE ST
498-310-001-000	4024 HORSE TRAIL RD	498-310-050-000	6056 SPARKLING COVE ST
498-310-002-000	4016 HORSE TRAIL RD	498-310-051-000	6048 SPARKLING COVE ST
498-310-003-000	4008 HORSE TRAIL RD	498-310-052-000	6040 SPARKLING COVE ST
498-310-004-000	4000 HORSE TRAIL RD	498-310-053-000	4001 HORSE TRAIL RD
498-310-005-000	6001 SPARKLING COVE ST	498-310-054-000	4009 HORSE TRAIL RD
498-310-006-000	6009 SPARKLING COVE ST	498-310-055-000	4017 HORSE TRAIL RD
498-310-007-000	6017 SPARKLING COVE ST	498-310-056-000	7041 GREAT COPPER ST
498-310-008-000	6025 SPARKLING COVE ST	498-310-057-000	7049 GREAT COPPER ST
498-310-009-000	6033 SPARKLING COVE ST	498-310-058-000	7057 GREAT COPPER ST
498-310-010-000	6041 SPARKLING COVE ST	498-310-059-000	7065 GREAT COPPER ST
498-310-011-000	6049 SPARKLING COVE ST	498-310-060-000	7073 GREAT COPPER ST
498-310-012-000	6057 SPARKLING COVE ST	498-310-061-000	7081 GREAT COPPER ST
498-310-013-000	6065 SPARKLING COVE ST	498-310-062-000	7089 GREAT COPPER ST
498-310-014-000	6073 SPARKLING COVE ST	498-310-063-000	7097 GREAT COPPER ST
498-310-015-000	6081 SPARKLING COVE ST	498-310-064-000	7105 GREAT COPPER ST
498-310-016-000	6089 SPARKLING COVE ST	498-310-065-000	7113 GREAT COPPER ST
498-310-017-000	6097 SPARKLING COVE ST	498-310-066-000	7121 GREAT COPPER ST
498-310-018-000	6105 SPARKLING COVE ST	498-310-067-000	7129 GREAT COPPER ST
498-310-019-000	6113 SPARKLING COVE ST	498-310-068-000	7137 GREAT COPPER ST
498-310-020-000	6121 SPARKLING COVE ST	498-310-069-000	7145 GREAT COPPER ST
498-310-021-000	6129 SPARKLING COVE ST	498-310-070-000	7153 GREAT COPPER ST
498-310-022-000	6137 SPARKLING COVE ST	498-310-071-000	7161 GREAT COPPER ST
498-310-023-000	6145 SPARKLING COVE ST	498-310-072-000	7169 GREAT COPPER ST
498-310-024-000	6153 SPARKLING COVE ST	498-310-073-000	7177 GREAT COPPER ST
498-310-025-000	6161 SPARKLING COVE ST	498-310-074-000	7185 GREAT COPPER ST
498-310-026-000	6169 SPARKLING COVE ST	498-310-075-000	7193 GREAT COPPER ST
498-310-027-000	6177 SPARKLING COVE ST	498-310-076-000	7201 GREAT COPPER ST
498-310-028-000	6185 SPARKLING COVE ST	498-310-077-000	7209 GREAT COPPER ST
498-310-029-000	6193 SPARKLING COVE ST	498-310-078-000	7232 GREAT COPPER ST
498-310-030-000	6201 SPARKLING COVE ST	498-310-079-000	7216 GREAT COPPER ST
498-310-031-000	6209 SPARKLING COVE ST	498-310-080-000	7208 GREAT COPPER ST
498-310-032-000	8000 CANDLEWICK RD	498-310-081-000	7200 GREAT COPPER ST
498-310-033-000	6192 SPARKLING COVE ST	498-310-082-000	7192 GREAT COPPER ST
498-310-034-000	6184 SPARKLING COVE ST	498-310-083-000	7184 GREAT COPPER ST

498-310-084-000	7176 GREAT COPPER ST	498-320-028-000	609 SPARKLING COVE CT
498-310-085-000	7168 GREAT COPPER ST	498-320-029-000	617 SPARKLING COVE CT
498-310-086-000	7160 GREAT COPPER ST	498-320-030-000	625 SPARKLING COVE CT
498-310-087-000	7152 GREAT COPPER ST	498-330-004-000	2576 CONSTELLATION CI
498-310-088-000	7144 GREAT COPPER ST	498-330-005-000	2568 CONSTELLATION CI
498-310-089-000	7136 GREAT COPPER ST	498-330-006-000	2560 CONSTELLATION CI
498-310-090-000	7128 GREAT COPPER ST	498-330-007-000	2552 CONSTELLATION CI
498-310-091-000	7120 GREAT COPPER ST	498-330-008-000	2544 CONSTELLATION CI
498-310-092-000	7112 GREAT COPPER ST	498-330-009-000	2536 CONSTELLATION CI
498-310-093-000	7104 GREAT COPPER ST	498-330-010-000	608 AURIGA PL
498-310-094-000	7096 GREAT COPPER ST	498-330-011-000	600 AURIGA PL
498-310-095-000	7088 GREAT COPPER ST	498-330-012-000	2520 CONSTELLATION CI
498-310-096-000	7080 GREAT COPPER ST	498-330-013-000	509 MUSCA PL
498-310-097-000	7072 GREAT COPPER ST	498-330-014-000	508 MUSCA PL
498-310-098-000	7064 GREAT COPPER ST	498-330-015-000	2504 CONSTELLATION CI
498-310-099-000	7056 GREAT COPPER ST	498-330-016-000	2488 CONSTELLATION CI
498-310-100-000	7048 GREAT COPPER ST	498-330-017-000	409 PAVO PL
498-310-101-000	7040 GREAT COPPER ST	498-330-018-000	408 PAVO PL
498-310-102-000	7024 GREAT COPPER ST	498-330-019-000	2472 CONSTELLATION CI
498-310-103-000	7016 GREAT COPPER ST	498-330-020-000	2456 CONSTELLATION CI
498-310-104-000	7008 GREAT COPPER ST	498-330-021-000	309 TUCANA PL
498-310-105-000	7000 GREAT COPPER ST	498-330-022-000	308 TUCANA PL
498-320-001-000	7328 GREAT COPPER ST	498-330-023-000	2440 CONSTELLATION CI
498-320-002-000	7320 GREAT COPPER ST	498-330-024-000	2432 CONSTELLATION CI
498-320-003-000	7312 GREAT COPPER ST	498-330-025-000	209 VELA PL
498-320-004-000	7304 GREAT COPPER ST	498-330-026-000	208 VELA PL
498-320-005-000	7296 GREAT COPPER ST	498-330-027-000	2416 CONSTELLATION CI
498-320-006-000	7288 GREAT COPPER ST	498-330-050-000	2417 CONSTELLATION CI
498-320-007-000	7280 GREAT COPPER ST	498-330-051-000	4009 NOVA PL
498-320-008-000	7272 GREAT COPPER ST	498-330-052-000	4017 NOVA PL
498-320-009-000	7264 GREAT COPPER ST	498-330-053-000	4025 NOVA PL
498-320-010-000	7256 GREAT COPPER ST	498-330-054-000	4033 NOVA PL
498-320-011-000	7248 GREAT COPPER ST	498-330-055-000	4041 NOVA PL
498-320-012-000	7240 GREAT COPPER ST	498-330-056-000	4049 NOVA PL
498-320-013-000	8009 CANDLEWICK RD	498-330-057-000	4057 NOVA PL
498-320-014-000	7241 GREAT COPPER ST	498-330-058-000	2433 CONSTELLATION CI
498-320-015-000	7249 GREAT COPPER ST	498-330-059-000	2441 CONSTELLATION CI
498-320-016-000	7257 GREAT COPPER ST	498-330-060-000	2449 CONSTELLATION CI
498-320-017-000	7265 GREAT COPPER ST	498-330-061-000	2457 CONSTELLATION CI
498-320-018-000	7273 GREAT COPPER ST	498-330-062-000	2465 CONSTELLATION CI
498-320-019-000	7281 GREAT COPPER ST	498-330-063-000	2473 CONSTELLATION CI
498-320-020-000	7289 GREAT COPPER ST	498-330-064-000	2481 CONSTELLATION CI
498-320-021-000	640 SPARKLING COVE CT	498-330-065-000	2489 CONSTELLATION CI
498-320-022-000	632 SPARKLING COVE CT	498-330-066-000	2497 CONSTELLATION CI
498-320-023-000	624 SPARKLING COVE CT	498-330-067-000	2505 CONSTELLATION CI
498-320-024-000	616 SPARKLING COVE CT	498-330-068-000	2513 CONSTELLATION CI
498-320-025-000	608 SPARKLING COVE CT	498-330-069-000	2553 CONSTELLATION CI
498-320-026-000	600 SPARKLING COVE CT	498-330-070-000	2561 CONSTELLATION CI
498-320-027-000	601 SPARKLING COVE CT	498-330-071-000	2569 CONSTELLATION CI

498-330-072-000	2577 CONSTELLATION CI	498-340-034-000	2072 MOONBROOK CI
498-330-073-000	2585 CONSTELLATION CI	498-340-035-000	2080 MOONBROOK CI
498-330-074-000	2593 CONSTELLATION CI	498-340-036-000	2017 MOONBROOK CI
498-330-075-000	2601 CONSTELLATION CI	498-340-037-000	2009 MOONBROOK CI
498-330-076-000	5096 SUPERNOVA LN	498-340-038-000	2001 MOONBROOK CI
498-330-077-000	5088 SUPERNOVA LN	498-340-039-000	1017 SHADOWGATE DR
498-330-078-000	5080 SUPERNOVA LN	498-340-040-000	1009 SHADOWGATE DR
498-330-079-000	5072 SUPERNOVA LN	498-350-001-000	2184 MOONBROOK CI
498-330-080-000	5064 SUPERNOVA LN	498-350-002-000	2176 MOONBROOK CI
498-330-081-000	5056 SUPERNOVA LN	498-350-003-000	2168 MOONBROOK CI
498-330-082-000	5048 SUPERNOVA LN	498-350-004-000	2160 MOONBROOK CI
498-330-083-000	5040 SUPERNOVA LN	498-350-005-000	2152 MOONBROOK CI
498-330-084-000	5032 SUPERNOVA LN	498-350-006-000	2144 MOONBROOK CI
498-330-085-000	5024 SUPERNOVA LN	498-350-007-000	2136 MOONBROOK CI
498-330-086-000	5016 SUPERNOVA LN	498-350-008-000	2128 MOONBROOK CI
498-330-087-000	5008 SUPERNOVA LN	498-350-009-000	2120 MOONBROOK CI
498-330-088-000	5000 SUPERNOVA LN	498-350-010-000	2096 MOONBROOK CI
498-330-089-000	2788 SILVER SPRUCE DR	498-350-011-000	2088 MOONBROOK CI
498-330-091-000	3720 EARL RUSH DR	498-350-012-000	101 SUN DREAM CT
498-330-092-000	1033 STARFIELD DR	498-350-013-000	109 SUN DREAM CT
498-330-093-000	216 VELA PL	498-350-014-000	117 SUN DREAM CT
498-330-094-000	4008 NOVA PL	498-350-015-000	125 SUN DREAM CT
498-340-001-000	1008 SHADOWGATE DR	498-350-016-000	2185 MOONBROOK CI
498-340-002-000	1016 SHADOWGATE DR	498-350-017-000	2177 MOONBROOK CI
498-340-007-000	1056 SHADOWGATE DR	498-350-018-000	2169 MOONBROOK CI
498-340-008-000	1064 SHADOWGATE DR	498-350-019-000	2161 MOONBROOK CI
498-340-009-000	1072 SHADOWGATE DR	498-350-020-000	2153 MOONBROOK CI
498-340-010-000	1080 SHADOWGATE DR	498-350-021-000	2145 MOONBROOK CI
498-340-011-000	1088 SHADOWGATE DR	498-350-022-000	2137 MOONBROOK CI
498-340-012-000	1096 SHADOWGATE DR	498-350-023-000	2129 MOONBROOK CI
498-340-013-000	1104 SHADOWGATE DR	498-350-024-000	100 SUN DREAM CT
498-340-014-000	300 SHADOWGATE CT	498-350-025-000	108 SUN DREAM CT
498-340-015-000	308 SHADOWGATE CT	498-350-026-000	116 SUN DREAM CT
498-340-018-000	216 STAR DREAM CT	498-350-027-000	133 SUN DREAM CT
498-340-019-000	224 STAR DREAM CT	498-360-001-000	2741 NICOLE GEE DR
498-340-020-000	232 STAR DREAM CT	498-360-002-000	2749 NICOLE GEE DR
498-340-021-000	240 STAR DREAM CT	498-360-003-000	2757 NICOLE GEE DR
498-340-022-000	225 STAR DREAM CT	498-360-004-000	2765 NICOLE GEE DR
498-340-023-000	217 STAR DREAM CT	498-360-005-000	2773 NICOLE GEE DR
498-340-024-000	209 STAR DREAM CT	498-360-006-000	2781 NICOLE GEE DR
498-340-025-000	201 STAR DREAM CT	498-360-007-000	2789 NICOLE GEE DR
498-340-026-000	2000 MOONBROOK CI	498-360-008-000	2797 NICOLE GEE DR
498-340-027-000	2008 MOONBROOK CI	498-360-009-000	2805 NICOLE GEE DR
498-340-028-000	2024 MOONBROOK CI	498-360-010-000	2813 NICOLE GEE DR
498-340-029-000	2032 MOONBROOK CI	498-360-011-000	2821 NICOLE GEE DR
498-340-030-000	2040 MOONBROOK CI	498-360-012-000	2829 NICOLE GEE DR
498-340-031-000	2048 MOONBROOK CI	498-360-013-000	2837 NICOLE GEE DR
498-340-032-000	2056 MOONBROOK CI	498-360-014-000	2845 NICOLE GEE DR
498-340-033-000	2064 MOONBROOK CI	498-360-015-000	7040 STAR MIST WY

498-360-016-000	6088 MOON RIVER WY	498-360-065-000	5105 ASTEROID WY
498-360-017-000	6080 MOON RIVER WY	498-360-066-000	5113 ASTEROID WY
498-360-018-000	6072 MOON RIVER WY	498-360-067-000	5121 ASTEROID WY
498-360-019-000	6064 MOON RIVER WY	498-360-068-000	5129 ASTEROID WY
498-360-020-000	6056 MOON RIVER WY	498-360-069-000	5137 ASTEROID WY
498-360-021-000	6048 MOON RIVER WY	498-360-070-000	5145 ASTEROID WY
498-360-022-000	6040 MOON RIVER WY	498-360-071-000	5153 ASTEROID WY
498-360-023-000	6032 MOON RIVER WY	498-360-072-000	5161 ASTEROID WY
498-360-024-000	6024 MOON RIVER WY	498-360-073-000	5169 ASTEROID WY
498-360-025-000	6016 MOON RIVER WY	498-360-074-000	5177 ASTEROID WY
498-360-026-000	6008 MOON RIVER WY	498-360-075-000	809 SUN PILLAR CT
498-360-027-000	5508 VISTA PARK DR	498-360-076-000	817 SUN PILLAR CT
498-360-028-000	5532 VISTA PARK DR	498-360-077-000	825 SUN PILLAR CT
498-360-029-000	6009 MOON RIVER WY	498-360-078-000	841 SUN PILLAR CT
498-360-030-000	6017 MOON RIVER WY	498-360-079-000	849 SUN PILLAR CT
498-360-031-000	6025 MOON RIVER WY	498-360-080-000	888 SUN PILLAR CT
498-360-032-000	6033 MOON RIVER WY	498-360-081-000	880 SUN PILLAR CT
498-360-033-000	6041 MOON RIVER WY	498-360-082-000	872 SUN PILLAR CT
498-360-034-000	6049 MOON RIVER WY	498-360-083-000	864 SUN PILLAR CT
498-360-035-000	6057 MOON RIVER WY	498-360-084-000	856 SUN PILLAR CT
498-360-036-000	6065 MOON RIVER WY	498-360-085-000	848 SUN PILLAR CT
498-360-037-000	6073 MOON RIVER WY	498-360-086-000	840 SUN PILLAR CT
498-360-038-000	6081 MOON RIVER WY	498-360-087-000	832 SUN PILLAR CT
498-360-039-000	7008 STAR MIST WY	498-360-088-000	824 SUN PILLAR CT
498-360-040-000	7000 STAR MIST WY	498-360-089-000	816 SUN PILLAR CT
498-360-041-000	5080 ASTEROID WY	498-360-090-000	808 SUN PILLAR CT
498-360-042-000	5072 ASTEROID WY	498-360-091-000	800 SUN PILLAR CT
498-360-043-000	5064 ASTEROID WY	498-360-092-000	5208 ASTEROID WY
498-360-044-000	5056 ASTEROID WY	498-360-093-000	5200 ASTEROID WY
498-360-045-000	5048 ASTEROID WY	498-360-094-000	5192 ASTEROID WY
498-360-046-000	5040 ASTEROID WY	498-360-095-000	5184 ASTEROID WY
498-360-047-000	5032 ASTEROID WY	498-360-096-000	5176 ASTEROID WY
498-360-048-000	5024 ASTEROID WY	498-360-097-000	5168 ASTEROID WY
498-360-049-000	5016 ASTEROID WY	498-360-098-000	5160 ASTEROID WY
498-360-050-000	5008 ASTEROID WY	498-360-099-000	5120 ASTEROID WY
498-360-051-000	5540 VISTA PARK DR	498-360-100-000	5112 ASTEROID WY
498-360-052-000	5564 VISTA PARK DR	498-360-101-000	7009 STAR MIST WY
498-360-053-000	5009 ASTEROID WY	498-360-102-000	7017 STAR MIST WY
498-360-054-000	5017 ASTEROID WY	498-360-103-000	7025 STAR MIST WY
498-360-055-000	5025 ASTEROID WY	498-360-104-000	7033 STAR MIST WY
498-360-056-000	5033 ASTEROID WY	498-360-105-000	7041 STAR MIST WY
498-360-057-000	5041 ASTEROID WY	498-360-106-000	7049 STAR MIST WY
498-360-058-000	5049 ASTEROID WY	498-360-107-000	7057 STAR MIST WY
498-360-059-000	5057 ASTEROID WY	498-370-001-000	4950 UPLAND DR
498-360-060-000	5065 ASTEROID WY	498-370-002-000	1865 PLEASANT GROVE BL
498-360-061-000	5073 ASTEROID WY	498-370-003-000	1845 PLEASANT GROVE BL
498-360-062-000	5081 ASTEROID WY	498-370-004-000	1855 PLEASANT GROVE BL
498-360-063-000	5089 ASTEROID WY	498-370-005-000	1825 PLEASANT GROVE BL
498-360-064-000	5097 ASTEROID WY	498-370-006-000	1835 PLEASANT GROVE BL

498-370-007-000	6802 FIDDYMENT RD	498-380-049-000	1017 MARMO CI
498-370-008-000	6808 FIDDYMENT RD	498-380-050-000	1009 MARMO CI
498-370-009-000	6810 FIDDYMENT RD	498-380-051-000	1001 MARMO CI
498-370-010-000	6816 FIDDYMENT RD	498-380-052-000	1449 MARMO CI
498-370-011-000	6824 FIDDYMENT RD	498-380-053-000	1441 MARMO CI
498-370-012-000	6828 FIDDYMENT RD	498-380-054-000	1433 MARMO CI
498-380-001-000	1400 MARMO CI	498-380-055-000	1425 MARMO CI
498-380-002-000	1408 MARMO CI	498-380-056-000	1417 MARMO CI
498-380-003-000	5073 BASALTO WY	498-380-057-000	1409 MARMO CI
498-380-004-000	5065 BASALTO WY	498-380-058-000	1401 MARMO CI
498-380-005-000	5057 BASALTO WY	498-390-010-000	1305 MARMO CI
498-380-006-000	5049 BASALTO WY	498-390-011-000	1297 MARMO CI
498-380-007-000	5041 BASALTO WY	498-390-012-000	1289 MARMO CI
498-380-008-000	5033 BASALTO WY	498-390-013-000	1281 MARMO CI
498-380-009-000	5025 BASALTO WY	498-390-014-000	1273 MARMO CI
498-380-010-000	5017 BASALTO WY	498-390-015-000	1265 MARMO CI
498-380-011-000	5009 BASALTO WY	498-390-016-000	1257 MARMO CI
498-380-012-000	5001 BASALTO WY	498-390-017-000	1249 MARMO CI
498-380-013-000	1160 MARMO CI	498-390-018-000	1241 MARMO CI
498-380-014-000	5032 BASALTO WY	498-390-019-000	1233 MARMO CI
498-380-015-000	5040 BASALTO WY	498-390-020-000	1225 MARMO CI
498-380-016-000	5048 BASALTO WY	498-390-021-000	1217 MARMO CI
498-380-017-000	5056 BASALTO WY	498-390-022-000	1209 MARMO CI
498-380-018-000	5064 BASALTO WY	498-390-023-000	1201 MARMO CI
498-380-019-000	5072 BASALTO WY	498-390-024-000	1193 MARMO CI
498-380-020-000	1440 MARMO CI	498-390-025-000	1185 MARMO CI
498-380-021-000	3041 TORRENTE DR	498-390-026-000	1224 MARMO CI
498-380-022-000	3033 TORRENTE DR	498-390-027-000	1232 MARMO CI
498-380-023-000	3025 TORRENTE DR	498-390-028-000	1272 MARMO CI
498-380-024-000	3017 TORRENTE DR	498-390-029-000	1280 MARMO CI
498-380-025-000	3009 TORRENTE DR	498-390-030-000	1288 MARMO CI
498-380-026-000	1152 MARMO CI	498-390-031-000	1296 MARMO CI
498-380-027-000	1128 MARMO CI	498-390-032-000	1304 MARMO CI
498-380-028-000	3016 TORRENTE DR	498-390-033-000	1312 MARMO CI
498-380-029-000	3024 TORRENTE DR	498-390-034-000	1320 MARMO CI
498-380-030-000	3032 TORRENTE DR	498-390-039-000	7073 CARBONE DR
498-380-031-000	1000 MARMO CI	498-390-040-000	7065 CARBONE DR
498-380-032-000	1008 MARMO CI	498-390-041-000	7057 CARBONE DR
498-380-033-000	1016 MARMO CI	498-390-042-000	7049 CARBONE DR
498-380-034-000	1064 MARMO CI	498-390-043-000	7041 CARBONE DR
498-380-035-000	1072 MARMO CI	498-390-044-000	7033 CARBONE DR
498-380-036-000	1080 MARMO CI	498-390-045-000	7025 CARBONE DR
498-380-037-000	1088 MARMO CI	498-390-046-000	7017 CARBONE DR
498-380-038-000	1105 MARMO CI	498-390-047-000	1216 MARMO CI
498-380-039-000	1097 MARMO CI	498-390-048-000	7000 CARBONE DR
498-380-040-000	1089 MARMO CI	498-390-049-000	7008 CARBONE DR
498-380-041-000	1081 MARMO CI	498-390-050-000	7016 CARBONE DR
498-380-044-000	1057 MARMO CI	498-390-051-000	7024 CARBONE DR
498-380-048-000	1025 MARMO CI	498-390-052-000	7032 CARBONE DR

498-390-053-000	7040 CARBONE DR	498-410-010-000	5120 BASELINE RD
498-390-054-000	7048 CARBONE DR	498-410-011-000	5160 BASELINE RD
498-390-055-000	7056 CARBONE DR	498-410-012-000	5170 BASELINE RD
498-390-056-000	7064 CARBONE DR	498-410-013-000	5180 BASELINE RD
498-390-057-000	7072 CARBONE DR	498-410-014-000	5208 BASELINE RD
498-400-001-000	3081 TORRENTE DR	498-410-015-000	5240 BASELINE RD
498-400-002-000	3089 TORRENTE DR	498-410-016-000	5250 BASELINE RD
498-400-003-000	3097 TORRENTE DR	498-410-017-000	5260 BASELINE RD
498-400-004-000	3105 TORRENTE DR	498-410-018-000	5200 BASELINE RD
498-400-005-000	3113 TORRENTE DR	498-410-019-000	5280 BASELINE RD
498-400-006-000	3121 TORRENTE DR	498-410-020-000	5270 BASELINE RD
498-400-007-000	3129 TORRENTE DR	498-410-021-000	3090 PAVILION DR
498-400-008-000	3137 TORRENTE DR	498-410-022-000	3080 PAVILION DR
498-400-009-000	3145 TORRENTE DR	498-410-023-000	3070 PAVILION DR
498-400-010-000	3153 TORRENTE DR	498-410-024-000	5300 BASELINE RD
498-400-011-000	3161 TORRENTE DR	498-410-025-000	5320 BASELINE RD
498-400-012-000	3169 TORRENTE DR	498-410-026-000	5400 BASELINE RD
498-400-013-000	3177 TORRENTE DR	498-410-027-000	5380 BASELINE RD
498-400-014-000	3185 TORRENTE DR	498-410-028-000	5410 BASELINE RD
498-400-015-000	3193 TORRENTE DR	498-420-001-000	5001 STARSHINE WY
498-400-016-000	3201 TORRENTE DR	498-420-002-000	5009 STARSHINE WY
498-400-017-000	3209 TORRENTE DR	498-420-003-000	5017 STARSHINE WY
498-400-018-000	3208 TORRENTE DR	498-420-004-000	5025 STARSHINE WY
498-400-019-000	3200 TORRENTE DR	498-420-005-000	5033 STARSHINE WY
498-400-020-000	3192 TORRENTE DR	498-420-006-000	5041 STARSHINE WY
498-400-021-000	3184 TORRENTE DR	498-420-007-000	5049 STARSHINE WY
498-400-022-000	3176 TORRENTE DR	498-420-008-000	5057 STARSHINE WY
498-400-023-000	3168 TORRENTE DR	498-420-009-000	5065 STARSHINE WY
498-400-024-000	3160 TORRENTE DR	498-420-010-000	5073 STARSHINE WY
498-400-025-000	3152 TORRENTE DR	498-420-011-000	5081 STARSHINE WY
498-400-026-000	3144 TORRENTE DR	498-420-012-000	5089 STARSHINE WY
498-400-027-000	1001 GRANITO WY	498-420-013-000	5032 STARSHINE WY
498-400-028-000	1009 GRANITO WY	498-420-014-000	5024 STARSHINE WY
498-400-029-000	1017 GRANITO WY	498-420-015-000	5016 STARSHINE WY
498-400-030-000	1025 GRANITO WY	498-420-016-000	5008 STARSHINE WY
498-400-031-000	1033 GRANITO WY	498-420-017-000	5000 STARSHINE WY
498-400-041-000	1024 GRANITO WY	498-420-018-000	4001 GOLD BEAM WY
498-400-042-000	1016 GRANITO WY	498-420-019-000	4009 GOLD BEAM WY
498-400-043-000	1008 GRANITO WY	498-420-020-000	4017 GOLD BEAM WY
498-400-044-000	1000 GRANITO WY	498-420-021-000	4025 GOLD BEAM WY
498-410-001-000	5190 BASELINE RD	498-420-022-000	4033 GOLD BEAM WY
498-410-002-000	5108 BASELINE RD	498-420-023-000	4041 GOLD BEAM WY
498-410-003-000	5000 BASELINE RD	498-420-024-000	6001 SUNSCAPE WY
498-410-004-000	5040 BASELINE RD	498-420-025-000	6009 SUNSCAPE WY
498-410-005-000	5008 BASELINE RD	498-420-026-000	6017 SUNSCAPE WY
498-410-006-000	5050 BASELINE RD	498-420-027-000	6025 SUNSCAPE WY
498-410-007-000	5060 BASELINE RD	498-420-028-000	6033 SUNSCAPE WY
498-410-008-000	5088 BASELINE RD	498-420-029-000	6041 SUNSCAPE WY
498-410-009-000	5080 BASELINE RD	498-420-030-000	6049 SUNSCAPE WY

498-420-031-000	6057 SUNSCAPE WY	498-420-094-000	8024 MOONGATE WY
498-420-032-000	6065 SUNSCAPE WY	498-420-095-000	8016 MOONGATE WY
498-420-033-000	6073 SUNSCAPE WY	498-420-096-000	8008 MOONGATE WY
498-420-034-000	6081 SUNSCAPE WY	498-420-097-000	8000 MOONGATE WY
498-420-035-000	6000 SUNSCAPE WY	498-420-098-000	416 GOLD BEAM PL
498-420-036-000	6008 SUNSCAPE WY	498-420-099-000	408 GOLD BEAM PL
498-420-037-000	6016 SUNSCAPE WY	498-420-100-000	400 GOLD BEAM PL
498-420-038-000	6024 SUNSCAPE WY	498-420-101-000	4160 GOLD BEAM WY
498-420-039-000	6032 SUNSCAPE WY	498-420-102-000	4152 GOLD BEAM WY
498-420-040-000	6040 SUNSCAPE WY	498-420-103-000	4144 GOLD BEAM WY
498-420-041-000	6048 SUNSCAPE WY	498-420-104-000	4136 GOLD BEAM WY
498-420-042-000	6056 SUNSCAPE WY	498-420-105-000	4128 GOLD BEAM WY
498-420-043-000	6064 SUNSCAPE WY	498-420-106-000	4120 GOLD BEAM WY
498-420-044-000	6072 SUNSCAPE WY	498-420-107-000	4112 GOLD BEAM WY
498-420-045-000	6080 SUNSCAPE WY	498-420-108-000	4104 GOLD BEAM WY
498-420-046-000	7081 STAR RISE WY	498-420-109-000	4096 GOLD BEAM WY
498-420-047-000	7073 STAR RISE WY	498-420-110-000	4088 GOLD BEAM WY
498-420-048-000	7065 STAR RISE WY	498-420-111-000	4080 GOLD BEAM WY
498-420-049-000	7057 STAR RISE WY	498-420-112-000	4072 GOLD BEAM WY
498-420-050-000	7049 STAR RISE WY	498-420-113-000	4064 GOLD BEAM WY
498-420-051-000	7041 STAR RISE WY	498-420-114-000	4056 GOLD BEAM WY
498-420-052-000	7033 STAR RISE WY	498-420-115-000	4048 GOLD BEAM WY
498-420-053-000	7025 STAR RISE WY	498-420-116-000	4040 GOLD BEAM WY
498-420-054-000	7017 STAR RISE WY	498-420-120-000	4008 GOLD BEAM WY
498-420-055-000	7009 STAR RISE WY	499-010-014-000	6400 BASELINE RD
498-420-056-000	7001 STAR RISE WY	499-010-063-000	1550 WESTBROOK BL
498-420-057-000	7000 STAR RISE WY	499-010-074-000	6200 BASELINE RD
498-420-058-000	7008 STAR RISE WY	499-010-075-000	6000 BASELINE RD
498-420-059-000	7016 STAR RISE WY	499-010-081-000	5900 BASELINE RD
498-420-060-000	7024 STAR RISE WY	499-010-086-000	3051 VISTA GRANDE BL
498-420-061-000	7032 STAR RISE WY	499-010-091-000	3101 SANTUCCI BL
498-420-062-000	7040 STAR RISE WY	499-010-095-000	2401 VISTA GRANDE BL
498-420-063-000	7048 STAR RISE WY	499-010-099-000	5850 BASELINE RD
498-420-064-000	7056 STAR RISE WY	499-010-100-000	5750 BASELINE RD
498-420-065-000	7064 STAR RISE WY	499-020-009-000	1112 MAMBO WY
498-420-066-000	7072 STAR RISE WY	499-070-064-000	9009 HIMALAYA WY
498-420-067-000	7080 STAR RISE WY	499-070-069-000	9049 HIMALAYA WY
498-420-071-000	8057 MOONGATE WY	499-070-074-000	9097 HIMALAYA WY
498-420-072-000	8049 MOONGATE WY	499-090-006-000	1000 SIERRA MORENA WY
498-420-073-000	8041 MOONGATE WY	499-090-007-000	1008 SIERRA MORENA WY
498-420-074-000	8033 MOONGATE WY	499-090-008-000	1016 SIERRA MORENA WY
498-420-075-000	8025 MOONGATE WY	499-090-009-000	1024 SIERRA MORENA WY
498-420-076-000	8017 MOONGATE WY	499-090-010-000	1032 SIERRA MORENA WY
498-420-077-000	8009 MOONGATE WY	499-090-011-000	6016 HALIFAX WY
498-420-078-000	8001 MOONGATE WY	499-090-012-000	7008 PANAMINT WY
498-420-090-000	8056 MOONGATE WY	499-090-013-000	7016 PANAMINT WY
498-420-091-000	8048 MOONGATE WY	499-090-014-000	7024 PANAMINT WY
498-420-092-000	8040 MOONGATE WY	499-090-015-000	7032 PANAMINT WY
498-420-093-000	8032 MOONGATE WY	499-090-016-000	7033 PANAMINT WY

499-090-017-000	7025 PANAMINT WY	508 BANDON DUNES CT
499-090-018-000	7017 PANAMINT WY	516 BANDON DUNES CT
499-090-019-000	7009 PANAMINT WY	517 BANDON DUNES CT
499-090-020-000	6040 HALIFAX WY	524 BANDON DUNES CT
499-090-034-000	1064 SIERRA MORENA WY	525 BANDON DUNES CT
499-090-035-000	6009 HALIFAX WY	532 BANDON DUNES CT
499-090-036-000	6017 HALIFAX WY	533 BANDON DUNES CT
499-110-038-000	1867 VISTA GRANDE BL	540 BANDON DUNES CT
499-110-039-000	5833 VISTA PARK DR	2009 BANDON DUNES DR
499-120-046-000	5889 VISTA PARK DR	2017 BANDON DUNES DR
499-120-047-000	5905 VISTA PARK DR	2024 BANDON DUNES DR
499-120-048-000	5977 VISTA PARK DR	2025 BANDON DUNES DR
499-160-042-000	1057 CARABALLO DR	2033 BANDON DUNES DR
499-160-043-000	1049 CARABALLO DR	2040 BANDON DUNES DR
499-160-044-000	1041 CARABALLO DR	2041 BANDON DUNES DR
499-160-045-000	1033 CARABALLO DR	2048 BANDON DUNES DR
499-160-064-000	1040 CARABALLO DR	2049 BANDON DUNES DR
499-160-065-000	1048 CARABALLO DR	2056 BANDON DUNES DR
499-160-066-000	1056 CARABALLO DR	2057 BANDON DUNES DR
499-160-067-000	1064 CARABALLO DR	2065 BANDON DUNES DR
499-160-068-000	1072 CARABALLO DR	2072 BANDON DUNES DR
499-170-001-000	3900 SANTUCCI BL	2073 BANDON DUNES DR
499-170-002-000	3850 SANTUCCI BL	2081 BANDON DUNES DR
499-170-003-000	3800 SANTUCCI BL	2096 BANDON DUNES DR
499-170-004-000	3871 SANTUCCI BL	2097 BANDON DUNES DR
499-170-006-000	3801 SANTUCCI BL	2104 BANDON DUNES DR
499-170-007-000	3750 SANTUCCI BL	101 BAY HILL CT
499-170-010-000	2700 VISTA GRANDE BL	109 BAY HILL CT
499-170-011-000		117 BAY HILL CT
	4000 AMORUSO RANCH RD	125 BAY HILL CT
	4008 AMORUSO RANCH RD	133 BAY HILL CT
	4016 AMORUSO RANCH RD	409 BETHPAGE CT
	4024 AMORUSO RANCH RD	417 BETHPAGE CT
	4032 AMORUSO RANCH RD	424 BETHPAGE CT
	4040 AMORUSO RANCH RD	425 BETHPAGE CT
	4048 AMORUSO RANCH RD	432 BETHPAGE CT
	4304 AMORUSO RANCH RD	433 BETHPAGE CT
	4312 AMORUSO RANCH RD	440 BETHPAGE CT
	4320 AMORUSO RANCH RD	441 BETHPAGE CT
	4328 AMORUSO RANCH RD	100 BLACK SPUR CT
	4336 AMORUSO RANCH RD	101 BLACK SPUR CT
	4344 AMORUSO RANCH RD	108 BLACK SPUR CT
	4360 AMORUSO RANCH RD	109 BLACK SPUR CT
	4368 AMORUSO RANCH RD	116 BLACK SPUR CT
	4376 AMORUSO RANCH RD	117 BLACK SPUR CT
	4384 AMORUSO RANCH RD	9000 BLACK OPAL CI
	4392 AMORUSO RANCH RD	9001 BLACK OPAL CI
	500 BANDON DUNES CT	9008 BLACK OPAL CI
	501 BANDON DUNES CT	9009 BLACK OPAL CI

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2001 BLUE SPUR DR
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2008 BLUE SPUR DR
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2024 BLUE SPUR DR
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2032 BLUE COPPICE WY
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209 BRASS SPUR CT
216 BRASS SPUR CT
217 BRASS SPUR CT
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2024 BRASS SPUR WY
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301 CLIFTON CT
308 CLIFTON CT
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3000 COMET DR
208 FLAT PLAINS CT
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300 OPAL SPRINGS CT
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480 ROSEVILLE RD
308 SAWGRASS PL
309 SAWGRASS PL
100 SILVER FEATHER CT
108 SILVER FEATHER CT
116 SILVER FEATHER CT
124 SILVER FEATHER CT
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1224 SILVER FEATHER WY
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701 SOUTHERN HILLS CT
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717 SOUTHERN HILLS CT
725 SOUTHERN HILLS CT
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3009 TORREY PINES DR
3017 TORREY PINES DR
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7161 VAIL RANCH RD
7168 VAIL RANCH RD
7169 VAIL RANCH RD
7176 VAIL RANCH RD
7177 VAIL RANCH RD
300 WHISTLE CT
301 WHISTLE CT
324 WHISTLE CT
325 WHISTLE CT
332 WHISTLE CT
333 WHISTLE CT
340 WHISTLE CT
341 WHISTLE CT
400 YUKON CT
401 YUKON CT
408 YUKON CT
409 YUKON CT
416 YUKON CT
417 YUKON CT
424 YUKON CT
432 YUKON CT



Notice of Exemption

To: Placer County Clerk
Recorder's Office
3091 County Center Dr.
Auburn, CA 95603

From: City of Roseville
Community Development Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 2024 Weed Abatement Project
(Resolution Declaring Weeds and Rubbish a Public Nuisance)

Project Location(s): City-wide throughout Roseville

Project Description: The City of Roseville Fire Department proposes to notify property owners of vacant parcels, within the City, that a potential fire hazard exists on these parcels. If corrective action is not taken by the property owner the City's Fire Department will proceed with weed abatement activities including, mechanical mowing, trimming, and other methods of weed removal.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Fire Department

Reason why this Project is Exempt: This project is applicable to Class 4 Categorical Exemption as described in Section 15304 (i) of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 4 consists of...minor public...alterations in the conditions of land which do not involve removal of healthy, mature, scenic trees...including but not limited to...fuel management activities..."

Lead Agency Contact Person: Michael Bradley, Fire Marshal, Fire Department
(916-774-5806) 311 Vernon Street, Roseville, CA 95678.

Signature: _____

A handwritten signature in cursive script, appearing to read "Jessica Lynch", is written over a horizontal line.

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 3/12/2024



April 3, 2024

NOTICE TO ABATE FIRE HAZARD

This letter is intended for parcels that are undeveloped.

If the property has been developed or sold, please disregard the following and complete the information on the following page(s) and return it to the Roseville Fire Department, 316 Vernon Street, Suite 480, Roseville, CA 95678.

This letter is to notify you that a fire hazard may exist on the undeveloped parcel(s) listed on the following page(s). The law requires that all cut or uncut weeds, grass, vines, vegetation, or other combustible materials be removed when determined to be a fire hazard. Roseville Fire Code (RFC) 304.1.3; H&S Code, Division 12, Part 5.

*If applicable, all necessary work shall be completed no later than **July 1, 2024**. If the property owner does not comply with this notice, the required firebreaks will be made by the City of Roseville. All costs incurred by the City, including a **\$356.00** per parcel administration fee, shall be billed directly to the property owner.*

WEED ABATEMENT GUIDELINES

A clear firebreak of a minimum 30-foot width shall be created and maintained in all areas designated by the City of Roseville. Clear firebreaks shall be provided around all combustible buildings, fences, vehicles, structures, or storage on this parcel or on adjacent properties. We ask that you adhere to the following abatement requirements:

- 1. The preferred method of weed abatement shall be accomplished by discing and completed so that all weeds, grass, other vegetation or organic material which can be expected to burn are completely removed or turned under so there is insufficient fuel to sustain or allow the spread of fire.*
 - Discing does not negate the requirement for weed removal up to the structure.*
- 2. Where discing is not practical, mowing is permitted where the material is mulched and the remaining weeds do not exceed two inches in height.*
- 3. Spark arrestors shall be installed on all outdoor equipment with internal combustion engines.*
- 4. Parcels that are one acre or less shall be completely abated.*

Prior to abating weeds, seasonal rains should be considered. Late rains will produce late growing weeds. Weeds once mowed, may require additional mowing. The weed abatement program's intent is to reduce the fire hazard during fire season.

Notice to Abate Fire Hazard

Owner Name: Sample
Owner Address: 333 Sample Way
SACRAMENTO, CA 956XX

Assessor Parcel Number: 000-000-000-000
Site Address: 203 SAMPLE ST
Roseville, CA 956XX

Please check the box below depicting the current status of the property listed above.

- ☐ This property has been developed.
☐ This property has been sold.

If the property listed above has been sold, please provide the date of sale and contact information of the new owner below.

Date Sold: _____

New Owner Name and Address: _____

Return to: Roseville Fire Department
316 Vernon St, Suite 480
Roseville, CA 95678

Please remember: If applicable, all necessary work shall be completed by July 1, 2024

PUBLIC NOTICE

Public Notice is hereby given that a public hearing will be held before the City Council of the City of Roseville for the purpose of considering the following:

WEED ABATEMENT HEARING

On April 03, 2024 pursuant to the provisions of Chapter 9.20 of the Roseville Municipal Code, the City Council of the City of Roseville adopted Resolution No.24-___ declaring that all weeds as defined in Section 9.20.010 (C) (1) of said chapter and all dirt, rubbish and/or rank growth, as defined in Section 9.20.010 (C) (2,3,4) of said chapter, of any kind on private property, or in any street or alley abutting any property, constitute a public nuisance which must be abated by the destruction or removal thereof.

All property owners, lessees or occupants of buildings, grounds or lots shall, without delay, destroy or remove all such weeds, dirt, rubbish and/or rank growths from their property and half of the abutting street and alley, if any, between the lot lines, as extended, or such weeds, dirt, rubbish and/or rank growths will be destroyed or removed and such nuisance abated by the city authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands from or on which, or abutting the streets and alleys from or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which municipal taxes are collected.

All property owners having objections to the proposed abatement of the nuisances are hereby notified to attend a meeting of the Council of the City of Roseville to be held on May 1, 2024, at 6:00 o'clock p.m., or as soon thereafter as may be heard, in the Civic Center Council Chambers, 311 Vernon Street, Roseville, CA, where and when all objections will be heard and given due consideration.

FIRE CHIEF OF THE CITY OF ROSEVILLE
RICK BARTEE

ROSEVILLE CITY COUNCIL
CARMEN AVALOS, CITY CLERK

DATED: TBD, 2024

PUBLISH: FRIDAY, April ___, 2024



COUNCIL COMMUNICATION

CC #: 3225
File #: 0900-02

Title: Barton Road Water Treatment Plant East Applied Pipeline Project - Increase in Change Order Authority
Contact: Jonathan Cummings 916-774-5566 [jcummings@roseville.ca.us](mailto:jcumplings@roseville.ca.us)

Meeting Date: 4/3/2024
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to increase the change order authority for the Barton Road Water Treatment Plant – East Applied Pipeline Project and authorize the City Manager or his designee to approve and pay for contract change orders as needed.

BACKGROUND

In 2019, the City conducted a condition assessment of major assets at the Barton Road Water Treatment Plant (BRWTP). The goal of the project was to establish a baseline condition of the water treatment plant and acquire pertinent data for forecasting capital improvements and funding needs to support the Environmental Utilities Department's rehabilitation planning process.

On March 16, 2022, City Council approved a budget adjustment of \$856,000 to initiate and fund the BRWTP East Applied Pipeline (EAP) Project (Project), a capital improvement resulting from the treatment plant condition assessment. The Project includes connection, structural, and drainage improvements to the 72-inch primary effluent pipeline of the treatment facility's flocculation and sedimentation basins.

On August 16, 2023, City Council approved the design and specifications, and authorized a call for bids. Advertisement of the Project was subsequently published on August 25, 2023, and bids were received on September 19, 2023.

On November 1, 2023, City Council approved award of the construction contract to BWD Construction, Inc. dba BWD General Engineering Contractors in the amount of \$335,030. City Council also approved a change order authority of 10 percent (\$33,503) or a not-to-exceed total contract amount of \$368,553.

Due to design changes and unforeseen conditions encountered during construction, staff is requesting City Council approve an increase in the change order authority amount to total \$67,006 or a not-to-exceed total contract amount of \$402,036 to fully fund and complete the Project.

FISCAL IMPACT

The funding for the change order is available in the existing capital improvement project, which is funded by the Water Rehabilitation Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-070

CEQA Exemption

RESOLUTION NO. 24-070

APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY

WHEREAS, in 2019, the City conducted a condition assessment of major assets at the Barton Road Water Treatment Plant (BRWTP) to establish a baseline condition of the water treatment plant and acquire pertinent data for forecasting capital improvements and funding needs to support the Environmental Utilities Department's rehabilitation planning process; and

WHEREAS, on March 16, 2022, City Council approved a budget adjustment of \$856,000 to initiate and fund the BRWTP East Applied Pipeline (EAP) Project (Project), a capital improvement resulting from the treatment plant condition assessment; and

WHEREAS, on August 16, 2023, City Council approved the design and specifications, and authorized a call for bids, and bids were received on September 19, 2023; and

WHEREAS, on November 1, 2023, City Council approved award of the construction contract to BWD Construction, Inc. dba BWD General Engineering Contractors in the amount of \$335,030 with a change order authority of 10 percent (\$33,503) for a not-to-exceed total contract amount of \$368,553; and

WHEREAS, due to design changes and unforeseen conditions encountered during construction, staff is requesting City Council approve an increase in the change order authority amount to total \$67,006 or a not-to-exceed total contract amount of \$402,036 to fully fund and complete the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City Manager or his designee is authorized to approve change orders for the Project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed \$67,006.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Barton Road Water Treatment Plant – East Applied Pipeline Rehabilitation and Improvements

Project Location(s): City of Roseville Barton Road Water Treatment Plant, 9595 Barton Road, Granite Bay, Placer County CA.

Project Description: A previously conducted condition assessment included a non-invasive visual inspection of the 72-inch East Applied Pipeline, which serves as the primary effluent pipe for the treatment plants three (3) flocculation and sedimentation basins. Originally designed and constructed as a subgrade alignment, approximately 100-ft of the pipeline has been partially exposed since 2006 as a result of the excavation requirements for the adjacent construction of the mechanical dewatering building, completed as part of the WTP Expansion Phase III Project.

To extend the longevity of the pipeline, the project will implement the recommendations resulting from the visual inspection, which includes rehabilitation and improvements to the pipelines exterior condition, structural support, drainage, and connection to the flocculation and sedimentation basins.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

Reason why this Project is Exempt: The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the...repair, maintenance, of existing facilities...including...replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity."

The project consists of rehabilitation and improvements to an existing pipeline, and would not result in expansion of use. Consequently the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Jonathan Cummings, Associate Engineer, Roseville Department of Environmental Utilities (774-5566).

Signature: _____

A handwritten signature in blue ink, appearing to read "Terri Shirhall", is written over a horizontal line.

Terri Shirhall, Environmental Coordinator
City of Roseville

Date: 02-09-2022



COUNCIL COMMUNICATION

CC #: 3246

File #: 0200

Title: Financial Policies for Fiscal Year 2024-25

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

Meeting Date: 4/3/2024

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution adopting the City of Roseville Financial Policies effective July 1, 2024.

BACKGROUND

The purpose of the City's financial policies is to determine appropriate and responsible financial guidelines for staff to follow when developing the budget, making recommendations and fulfilling their role as fiscal stewards of public funds. As new policies are developed and approved by Council, they will be added to this document. Each year the policies will be reviewed by staff, updated where recommended and submitted to Council for approval. A brief summary of the current policies is provided below:

Investment Policy

The purpose of the Investment Policy is to establish cash management and investment guidelines for the Assistant City Manager/Chief Financial Officer, who is responsible for the stewardship of the City of Roseville's investment program. Each transaction and the entire portfolio must comply with California Government Code Sections 53600 and 53635 et seq. and the Investment Policy. The Investment Policy conforms to the customary standards of prudent investment management and any changes to the policy must be adopted by the Council. The Investment Policy has been certified by the California Municipal Treasurers Association through their Investment Policy Certification Program. **The recommended updates to the Investment Policy incorporate a provision of Senate Bill 882, the Local Government Omnibus Act of 2023, which clarifies limitations imposed on public investment in privately issued asset-backed securities. The updates also clarify the scope of the policy, adding an exclusion of the new pension trust because it is managed under a separate Council-approved investment policy statement.**

Debt Management Policy and Swap Policy

The purpose of the Debt Management Policy and Swap Policy is to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City. **The recommended updates to the Debt**

Management Policy improve clarity regarding bonds issued for community facility districts.

Budget Development Policy

The purpose of the Budget Development Policy is to establish guidelines for developing the annual operating and capital budget. The policy maintains a citywide focus during the budget development process consistent with the General Principles of Governance adopted by the City Council. The policy includes guidelines for general revenues, a balanced budget and public involvement. **There are nonsubstantive edits to this policy to improve clarity.**

General Fund Reserves Policy

The purpose of the General Fund Reserves Policy is to establish a targeted level of General Fund operating reserves, a basic component of a financially strong city. The policy maintains an amount equal to 10% of annual General Fund budgeted operating costs as the minimum level of funding in the City's General Fund Emergency Reserve and 15% of annual General Fund budgeted operating costs as the target level of funding for the City's new General Fund Stabilization Reserve Fund. Appropriation from the Emergency Reserve and Stabilization Reserve Funds require approval of at least four City Council members. The policy also includes the Litigation Reserve Fund which was established to address legal matters that require proactive handling and funding. **There are no proposed changes to the existing policy.**

Development Services Stabilization Reserve Fund Policy

The purpose of the Development Services Stabilization Reserve (DSSR) Fund Policy is to maintain resources in a reserve that the City Council may draw from to maintain adequate staffing in order to continue delivering development services during an economic downturn. The City will use the DSSR to bridge gaps between projected and actual development revenues during periods of significant revenue decline. The reserve will be funded by fee revenue collected by Development Services in years when actual revenue exceeds budget estimates. The fee revenue used to fund the reserve will be General Fund fee revenue which is often collected in one fiscal year and expended over more than one fiscal year (e.g. for building inspections); no nexus-based development impact fee revenue will be used to fund the reserve. The DSSR target goal is equivalent to six months of estimated Development Services Department Building, Planning and Engineering General Fund revenues. **The recommended update to the Development Services Stabilization Reserve Fund Policy improves clarity about the calculation of the reserve and updates the example calculation.**

Federal Stimulus Reserve Fund Policy

The purpose of this Federal Stimulus Reserve Fund Policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved and the funds are expended. **There are no proposed changes to the existing policy.**

Internal Service Funds - Operating and Replacement Reserves Policy

The purpose of the Internal Service Funds - Operating and Replacement Reserves Policy is to establish (1) operating reserves to provide for continuity of service in the event of unanticipated changes to revenues or expenditures, particularly within a single fiscal year when charges for service on client operating departments already have been fixed through the adopted budget, and (2) replacement reserves to provide funding for capital improvement, rehabilitation, and replacement of capital assets, whose costs yield a burdensome or unaffordable peak in expenditure if assessed on client operating departments as they occur. **There are**

nonsubstantive edits to this policy to improve clarity.

Capital Improvement Program Rehabilitation Funding Policy

The purpose of the Capital Improvement Program Rehabilitation Funding Policy is to address funding for the City's General Fund infrastructure rehabilitation and replacement. **There are no proposed changes to the existing policy.**

Pension Funding Policy

The Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of pension benefits. The policy also provides guidance in making annual budget decisions; demonstrates prudent financial management practices; reassures bond rating agencies; and shows employees and the public how pensions will be funded. **There are nonsubstantive edits to this policy to improve clarity.**

Other Post-Employment Benefits (OPEB) Funding Policy

The purpose of the Other Post-Employment Benefits (OPEB) Funding Policy is to accumulate sufficient assets to fully finance the retiree healthcare benefits that retired employees receive throughout retirement. **There are no proposed changes to the existing policy.**

Workers' Compensation and General Liability Funding Policy

The purpose of the Workers' Compensation and General Liability Funding Policy is to provide adequate financial resources to fund the City's Workers' Compensation and General Liability Programs and establish and maintain adequate reserves in the Workers' Compensation and General Liability Internal Service Funds. **There are no proposed changes to the existing policy.**

Interfund Loan Policy

The City's Interfund Loan Policy documents the methods used by the City to demonstrate prudent financial management over interfund loans. **There are nonsubstantive edits to this policy to improve clarity.**

Request for Proposals (RFP) Policy

The purpose of the Request for Proposals (RFP) Policy is to provide a uniform process for the issuance, evaluation, and selection of competitive proposals for services and/or customized goods. **There are no proposed changes to the existing policy.**

Internal Control Policy

The purpose of the Internal Control Policy is to document the internal control framework adopted by the City and formalize certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls. **This policy has been updated to include the City's new whistleblower reporting tool as an example of the Information and Communication category of internal controls.**

Procurement Code of Ethics Policy

The purpose of the Procurement Code of Ethics Policy is to provide a well-defined and established code of ethics for City employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contracting process. **There are no proposed changes to the existing policy.**

Roseville Electric Utility Financial Policy

The purpose of Roseville Electric Utility's financial policies is to provide management guidance to maintain a fiscally sound utility. Roseville Electric Utility uses financial ratios from these policies to analyze performance trends and compare financial results to other utilities. These ratios and benchmarks are also used by credit rating agencies, investors, and bond insurers to measure credit worthiness. **There are no proposed changes to the existing policy.**

Environmental Utilities Financial Management Policy

The purpose of this Financial Management Policy is to give each utility a set of guidelines with which it can successfully and prudently manage its finances. The Policy affirms the currently used rehabilitation and enterprise fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing reserves. **There are no proposed changes to the existing policy.**

Other Policies

In addition to the policies recommended for adoption, staff is developing new financial policies in the areas of accounting and purchasing. Staff will bring forward new and updated policies for Council consideration individually or in annual updates of this Financial Policies document.

FISCAL IMPACT

Approval of the policies has no fiscal impact. However, implementation of the policies is expected to improve the fiscal position and financial health of the City. The Fiscal Year 2024-25 Proposed Budget is being developed based on these recommended financial policies.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-084

Financial Policies - Clean

Financial Policies - Redline

RESOLUTION NO. 24-084

ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES,
EFFECTIVE JULY 1, 2024

WHEREAS, the City of Roseville Financial Policies, effective July 1, 2024, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the city of Roseville that the City of Roseville Financial Policies, effective July 1, 2024 are hereby adopted.

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 Financial Policies



Effective July 1, 2024

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City of Roseville Investment Policy

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I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

The investment policies and practices of the City of Roseville (City) are based on state law and prudent money management. All funds will be invested in accordance with this investment policy and Article 2 of Chapter 4 of the California Government Code. This policy is in compliance with the provisions of the California Government Code, Sections 53600 through 53659, and the authority governing investments for municipal governments.

II. SCOPE

The investment policy applies to all financial assets of the City as accounted for in the Annual Comprehensive Financial Report (ACFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City's Assistant City Manager/Chief Financial Officer's span of control unless specifically exempted by statute or ordinance.

Proceeds of debt issuance shall be invested in accordance with the permitted investment provisions of their specific bond indentures. If, in the opinion of the City's Assistant City Manager/Chief Financial Officer, matching the segregated investment portfolio of the bond reserve fund with the maturity schedule of an individual bond issue is prudent given current economic analysis, the investment policy authorizes beyond the five-year maturity limitation as outlined in this document. The intent to invest in securities with longer maturities shall be disclosed in the permitted investment language authorized by the City Council in an indenture of trust.

This policy does not cover funds held by the California Public Employees Retirement System, nor funds of the City's deferred compensation program, Other Post Employment Benefit Trust or Pension Trust.

III. PRUDENCE

The standard of care to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the City shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. City investments shall be undertaken in a manner that seeks to ensure preservation of Capital in the portfolio. To further achieve the safety objective, the amount invested in all investment categories is limited to a percentage of the portfolio as defined in the section "VIII. PERMITTED INVESTMENT INSTRUMENTS".

B. Liquidity

The investment portfolio of the City will remain sufficiently liquid to enable the City to meet its cash flow requirements.

C. Return on Investment

The investment portfolio of the City shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

V. DELEGATION OF AUTHORITY

The City Council hereby delegates management responsibility of the investment program to the Assistant City Manager/Chief Financial Officer. The Assistant City Manager/Chief Financial Officer shall be responsible for all transactions undertaken and shall establish

a system of controls to regulate the activities of subordinate officials. The Assistant City Manager/Chief Financial Officer may delegate investment decision making and execution to the Controller in absence of the Assistant City Manager/Chief Financial Officer. No person may engage in an investment transaction except as provided under the limits of this policy unless specifically exempted by statute or ordinance.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Assistant City Manager/Chief Financial Officer and/or his/her designee will maintain a list of approved financial institutions authorized to provide investment services to the City in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. A determination should be made to confirm that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the Public Agency. The firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Assistant City Manager/Chief Financial Officer with a completed broker/dealer questionnaire and certification of having read the City’s investment policy. In addition, broker/dealers must certify annually of having read the City’s investment policy.

VIII. PERMITTED INVESTMENT INSTRUCTIONS

The City shall limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- A. **U.S. Treasury obligations** for which the full faith and credit of the United States are pledged for the payment of principal and interest. Up to 100% of the City’s investment portfolio may be invested in government obligations.
- B. **Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States

government-sponsored enterprises. This shall include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 20% of the City's surplus money; all other investments in Federal Agency securities are unrestricted.

- C. **Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency, provided that the obligations are rated in one of the two highest categories by a nationally recognized statistical-rating organization (NRSRO). Up to 100% of the City's investment portfolio may be invested in California municipal obligations.
- D. **Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of these states.
- E. **Repurchase Agreements** used solely as short-term investments not to exceed 30 days. Up to 100% of the City's investment portfolio may be invested in repurchase agreements.

The following collateral restrictions will be observed:

1. Only U.S. Treasury securities or Federal Agency securities, as described in section VIII. PERMITTED INVESTMENT INSTRUMENTS, paragraph (A) and (B) will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank by book entry, physical delivery, or by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.
2. Market value must be calculated each time there is a substitution of collateral.
3. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

4. The City may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.
5. The City will have specific written agreements with each firm with which it enters into Repurchase Agreements.
6. Reverse repurchase agreements will not be allowed.

- F. **Banker's Acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

Purchases of Banker's Acceptances may not exceed 180 days maturity or 40% of the City's investment portfolio.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in section "VIII. PERMITTED INVESTMENT INSTRUMENTS", paragraph (G1) or (G2).

1. The entity meets the following criteria:
 - a. Is organized and operating in the United States as a general corporation.
 - b. Has total assets in excess of five hundred million dollars (\$500,000,000).
 - c. Has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
2. The entity meets the following criteria:
 - a. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - b. Has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond.
 - c. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 40% of the City's investment portfolio.

- H. **Medium-term corporate notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service.

Purchase of medium-term corporate notes may not exceed 30% of the City's investment portfolio.

- I. **FDIC insured or fully collateralized time certificates of deposit.** Purchases of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.
- J. **Negotiable certificates of deposit or deposit notes** issued by a nationally or state-chartered bank, a state or federal savings and loan association, a state or federal credit union, or a federally-licensed or state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated "A" or better by an NRSRO.

The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency or any person with investment decision making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposits.

All certificates of deposit must be properly collateralized in accordance with Section 53652 of the California Government Code or fully insured by the Federal Deposit Insurance Corporation (FDIC).

Purchase of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.

K. **State of California's Local Agency Investment Fund**

The Local Agency Investment Fund (LAIF) portfolio should be reviewed periodically. Investment in LAIF may not exceed the legally authorized limits.

L. **Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission** under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of the City's investment portfolio. Further, no more than 10% of the City's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

M. **Shares in a California common law trust** established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California that invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended. Up to 100% of the City's investment portfolio may be invested in this investment type.

N. **Supranationals** are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA-", its equivalent, or better by an NRSRO.

Purchases of supranationals shall not exceed 30% of the investment portfolio of the City. Supranationals are permitted by California Government Code § 53601 (q) effective January 1, 2015.

- O. **A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment leased-back certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond.** Securities issued by private companies eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Securities issued or guaranteed by the United States, a federal agency or United States government-sponsored enterprise are not subject to the limitations placed on privately issued securities. No more than 20% of the City's surplus funds may be invested in this type of security.

Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased. If an investment falls below the minimum purchase rating, the Investment Review Committee will perform a timely review to sell or hold the investment.

P. **Prohibited Investments**

For purposes of this policy, a derivative is defined as any security where the value is linked to or derived from an underlying asset or benchmark. Any security type or structure not specifically approved by this policy is hereby specifically prohibited. The City will not use such derivatives as range notes, dual index notes, inverse floating rate notes, deleveraged notes, or notes linked to lagging indices or to long term indices, nor will the City invest in reverse repurchase agreements or interest-only strips derived from a pool of mortgages. The City will not invest in securities that could result in zero or negative interest accrual if held to maturity, except, in the event of, and for the duration of, a period of negative market interest rates, securities issued by, or backed by, the U.S. Government to preserve principal. This policy does not preclude the use of repurchase agreements and callable securities, as they do not fall within the definition of a derivative as described herein.

Summary of Maximum Percentage Limitations of Investments by Investment Type

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Minimum Credit Quality at Time of Purchase</u>	<u>Maximum Percentage Allowed</u>	<u>Maximum Investment In One Issuer</u>
U.S. Treasury Obligations	5 Years	None	None	None
U.S. Agency Securities	5 Years	None	None	None
Forward Delivery Agreements	N/A	A	None	None
Local Agency Bonds	5 Years	None	None	None
Repurchase Agreements	30 days	None	None	None
Bankers' Acceptances	180 days	None	40%	30%
Commercial Paper	270 days	A-1	40%	10%
Medium-Term Notes	5 Years	A	30%	10%
Collateralized Time Deposits	5 Years	None	30%	None
Negotiable Certificates of Deposit	5 Years	A	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None	LAIF limit
Insured Saving Accounts	N/A	None	None	None
Money Market Mutual Funds	N/A	None	20%	10%
Shares in a California Common Law Trust	N/A	None	None	None
Interest Rate Swaps	N/A	None	None	None
Supranationals	5 Years	AA-	30%	None
Mortgage Pass-Through Securities	5 Years	AA	20%	None

IX. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Permitted Investments at the time of purchase. Because some securities may not comply subsequent to the date of purchase, the Assistant City Manager/Chief Financial Officer shall at least annually review the portfolio to identify those securities that do not comply. The Assistant City Manager/Chief Financial Officer shall report major and critical incidences of noncompliance identified through the review of the portfolio.

The Investment Review Committee will meet at least quarterly to discuss the investments in the City's portfolios.

X. INVESTMENT POOLS

A thorough investigation of any investment pool is required prior to investing and should be monitored on an ongoing basis. The following information should be obtained and analyzed.

- A. A description of eligible of investment securities.
- B. A written statement of investment policies and objectives.
- C. A description of interest calculations and their distribution, and the treatment of gains and losses.
- D. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- E. A description of who may invest in the program, how often, and what size of deposits and withdraws are allowed.

XI. COLLATERALIZATION

Collateral for Non-negotiable Certificates of Deposit and Negotiable Certificates of Deposit must comply with California Government Code section 53652. In addition, if the Certificate of Deposit is not FDIC insured, collateral is required equal to 110% of principal.

XII. SAFEKEEPING AND CUSTODY

The City shall take from such financial institution a receipt for securities so deposited. All security transactions, including collateral for repurchase agreements, entered into the City shall be conducted on a delivery-versus-payment (DVP) basis pursuant to the approved custodial safekeeping agreements. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the Assistant City Manager/Chief Financial Officer of the City; the Assistant City Manager/Chief Financial Officer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Assistant City Manager/Chief Financial Officer.

XIII. DIVERSIFICATION

The City's investment pool will be diversified to avoid incurring unreasonable and avoidable risks. The investments will be diversified by security type, maturities of those investments, and institutions in which those investments are made.

XIV. MAXIMUM MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled to permit the City to meet all projected obligations while minimizing interest rate risk and maximizing earnings. Unless specified below, the maximum maturity will be no more than five years from purchase settlement date to final maturity date.

City Council has granted permission to invest the following fund accounts where liquidity is not the primary investment objective, in Federal Treasury or Agency securities with maturities up to ten years. The specified fund accounts include:

- The City's Pooled Fund, limited to 25% of the total pool
- Citizens' Benefit Trust
- North Central Wetlands Endowment
- Aquatics Complex Maintenance
- Woodcreek West Endowment

XV. INTERNAL CONTROLS

The Assistant City Manager/Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, fraud or misuse. An analysis by an external independent accounting firm shall be conducted annually to review internal controls, account activity, and compliance with the investment policies.

XVI. PERFORMANCE BENCHMARK

The investment portfolio will be designed to obtain a market rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The Investment Review Committee has elected to use for its performance standard the Constant Maturity Treasury (CMT) Index. For the Pooled Portfolio, the 12 month moving average yield on 3Yr CMT will be used and for Citizens' Benefit Trust portfolio, the 12 month moving average yield on 5Yr CMT will be used. All other City portfolios will follow the 2Yr CMT.

XVII. REPORTING REQUIREMENTS

The Assistant City Manager/Chief Financial Officer shall submit monthly investment reports to the City Manager and make these reports available to the City Council in the Finance Department office. The reports shall include, at a minimum, the following information for each individual investment:

- Description of investment instrument
- Issuer name
- Yield on cost
- Purchase date
- Maturity date
- Book value
- Par value
- Current market value
- Transaction activity
- Interest earnings summary

XVIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution by the City Council. The policy shall be reviewed annually by the Assistant City Manager/Chief Financial Officer and/or his/her designee and any modifications made thereto must be approved by the City Council.

XIX. GLOSSARY

Agencies - Federal agency and instrumentality securities.

Asked - The price at which securities are offered.

Bid - The price offered by a buyer of securities (when one sells securities, one asks for a bid). See "Offer".

Benchmark - A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker-Dealer – a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

Collateral – Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Custody – Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer’s securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment –A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or custodian. It ensures that securities are deposited in an eligible financial institution prior to the release of funds. Securities should be held by a third-party custodian as evidenced by safekeeping receipts.

Diversification – Dividing investment funds among a variety of securities offering independent returns.

Federal Agency Obligation – A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Investment Review Committee –The investment review committee consists of the City Manager, Assistant City Manager/Chief Financial Officer and members of the Finance Department.

Liquidity – An investment that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value – The price at which a security is trading and could presumably be purchased or sold on a specific date.

Maturity – The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Fund – a type of safe investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must maintain a stable net asset value (NAV) of \$1 per share.

Offer - The price asked by a seller of securities (when one buys securities, one asks for an offer). See “Asked” and “Bid”.

Portfolio – Collection of securities held by an investor.

Principal – the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Prudent Investor Standard – An investment standard that all investments should be made with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

U.S. Treasury – Government debt issued by the United States Department of the Treasury through the Bureau of the Public Debt. Treasury securities are the debt financing instruments of the United States federal government, and they are often referred to simply as Treasuries. There are four types of marketable treasury securities: Treasury bills, Treasury notes, Treasury bonds, and Treasury Inflation Protected Securities (TIPS). All of the marketable Treasury securities are very liquid and are heavily traded on the secondary market.

Yield - The rate of annual income return on an investment, expressed as a percentage.

Yield-To-Call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-To-Maturity - The current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity.

City of Roseville

Debt Management Policy

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I. INTRODUCTION

The Finance Department of the City of Roseville (the “City”) has developed this Debt Management Policy (the “Debt Policy”) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City.

While the issuance of debt is frequently an appropriate method of financing capital projects and major equipment acquisitions, such issuance must be carefully monitored to preserve the City’s credit strength and to provide the necessary flexibility to fund future capital needs.

II. SCOPE

This Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets. While adherence to the Debt Policy is desired, the City recognizes that changes in the capital markets as well as unforeseen circumstances, may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals.

The City’s Debt Policy shall be reviewed, and updated if necessary, on an annual basis. The Assistant City Manager/Chief Financial Officer (CFO), with the assistance of the General Accounting staff, shall have the responsibility and authority for structuring, implementing and managing the City’s debt and financing program, in accordance with City Council authorizations.

III. OBJECTIVES AND POLICY GOALS

The City has earned some of the highest credit ratings in the nation and as a result receives some of the lowest possible interest rates on its debt. These low interest rates result in a lower overall cost of capital to the City. This Debt Policy will assist the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining its high credit ratings, while assuming a prudent level of financial risk and preserving the City’s flexibility to finance future capital programs and requirements. Additionally, this Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other related services that will ensure that a fair and open selection process is used which provides opportunities for all qualified firms, including minority and women owned businesses.

IV. DEBT ISSUANCE

There are three general methods of issuing debt obligations, a competitive sale, negotiated sale and private placement.

A. Types of Bond Sales

1. Competitive Sale

In a competitive sale, security dealers submit bids either in a sealed bid or electronically secure process and the security dealer with the lowest True Interest Cost (TIC) and in compliance with the bid parameters is awarded the bonds.

2. Negotiated Sale

In a negotiated sale, an underwriter or underwriter syndicate is selected through a Request for Qualifications (RFQ) process or a Request for Proposal (RFP) process. The interest rate and underwriter's fee are negotiated prior to the sale, based on market conditions.

3. Private Placement/Bank Direct Purchase (BDP)

A private placement or bank direct purchase is a sale that is structured specifically for one purchaser, such as a mutual fund or a bank. BDPs are usually quicker and less expensive for municipalities than competitive or negotiated bond sales because they impose fewer requirements on the issuer. The interest rate may be a fixed or variable rate, as agreed between the issuer and purchaser. The term of the bonds may range from under 10 years to 15 years or not much longer, as agreed between the issuer and purchaser. The bonds may or may not be tax-exempt bonds for federal income tax purposes. If the CFO, or his/her designee, determines that it is in the best interest of the City from a cost or administrative standpoint, the Finance Department may negotiate financing terms with banks and financial institutions for specific borrowings.

It shall be the policy of the City to ensure the lowest risk and lowest overall interest rate to the City when issuing debt either through a competitive sale, negotiated sale or private placement, where appropriate. The City shall use the following criteria to determine whether a competitive or negotiated sale should be used.

B. Issuer Characteristics

1. Market Familiarity

A frequent issuer of a well-recognized credit such as general obligation bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

2. Credit Strength

The higher the credit quality of the bonds being issued, the more likely the bonds can be sold using a competitive sale due to the high demand for high quality municipal bonds. High quality credits fare well in competitive sales.

3. Policy Goals

A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the CFO concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, then a negotiated sale will be required. However, if the CFO selects the negotiated sale solely for policy reasons then the specific rationale and criteria for selection should clearly be specified.

C. Financing Characteristics

1. Type of Debt Instrument

The market favors familiar debt instruments such as general obligation bonds backed by the full faith and credit of the City. New credit types may require an education process that is more conducive to a negotiated sale until the market becomes comfortable with the credit.

2. Issue Size

The size of the bond sale will influence both investor interest in the bonds and the market's ability to absorb the bonds. In general if the bond sale is too small or too large, a negotiated sale may be necessary. A small

sale may require greater marketing to garner investor interest while a large sale may be difficult for the market to absorb without the presale activity available in the negotiated sale process.

3. Market Conditions and Timing

During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Bond refundings are also often very interest rate sensitive in terms of the potential level of savings or the general feasibility of the refunding. The negotiated sale provides more flexibility in terms of the structure of the bond sale as well as the timing of the bond sale and may be more appropriate when issuing refunding bonds and when interest rates are volatile.

4. Story Bonds

Bonds that require a detailed explanation due to the complexity of the credit or the repayment of the bonds are often referred to as “Story Bonds”. Due to their complexity and the additional explanation these bonds require, an extensive pre-marketing campaign is necessary. Story Bonds often require a negotiated sale composed of an underwriting syndicate that is qualified to market the bonds in order to obtain the lowest financing cost for the City.

V. FINANCIAL SERVICE PROVIDERS

A. Selection

In connection with debt financings, financial advisors, underwriters, and other service providers will be selected from a Qualified Vendors List (QVL) developed through a periodic Request for Qualifications (RFQ) process or, for individual financings, through a Request for Proposals (RFP) process, whichever method is deemed most appropriate given the specifics of the financing. At the discretion of the CFO, contracts may be awarded on a sole source basis if it is clear that an RFQ/RFP process is not feasible or not in the best interest of the City.

For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid in the competitive sale. For negotiated sales, only those underwriters qualified under the RFQ/RFP process may be selected. Underwriters or underwriter syndicates will be selected by the CFO. The allocation of bonds among syndicate members will be at the sole discretion of the CFO with the approval of the City Manager or his/her designee.

B. Use of Independent Financial Advisors

The City will hire financial advisors who are independent. In the event the best available financial advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a financial advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the financial advisor. In general, no agreement will be permitted that would compromise the firm's ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest. Advisors must alert the CFO, in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

C. Communication/Solicitation

All financial consultants, including all investment banking firms, financial advisors, bond counsel, and other consultants hired in connection with any bond transaction will direct all communications, solicitations and questions to the CFO or his/her designee. Underwriters are reminded that under Rule G-37 of the Municipal Securities Rulemaking Board (MSRB) that a firm may be banned from providing underwriting services to the City for two years for making any political contributions to elected City officials.

VI. DEBT MANAGEMENT PROCESS – TAX STATUS

Prior to the issuance of any bonds, the Finance Department, in conjunction with bond counsel and the City Attorney's Office will evaluate the tax status of any bond sales.

A. Tax-Exempt

Interest on tax-exempt bonds is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and as a result tax-exempt bonds can be sold at a lower true interest cost than taxable bonds. The City, along with bond counsel, will evaluate all projects to be funded to assess their eligibility to be funded by tax-exempt bonds. The City will make every effort to ensure that all tax regulations are complied with to ensure the bonds maintain their tax-exempt status.

B. Taxable

Certain municipal bonds are sold as taxable bonds because they are issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve “private activity”. In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds will be used whenever a particular project has the potential for private activity or other uses that may call into question the eligibility to use tax-exempt financing.

VII. DEBT MANAGEMENT PROCESS – TYPE OF DEBT

A. Fixed Rate Debt

Longer term debt usually consists of fixed interest rates over the term of the bonds and should be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the project over more than one budget year and generally for a period not to exceed the useful life of the project being financed. In so doing, the City recognizes that future taxpayers who will benefit from the project will pay a share of its cost. Fixed rate debt provides the benefit of fixed payments during the life of the bonds and budget certainties for long-term capital planning. However, fixed rate debt is typically longer term and carries higher interest payments (assuming an upward sloping yield curve) than variable rate debt but is not subject to changes in interest rates. Fixed rate debt is the most common type of debt issued by the City.

B. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. Variable Rate Demand Notes may be issued with interest rates that “reset” daily, weekly, monthly or semiannually at the option of the City. Commercial paper is issued with a maturity of up to 270 days at the City’s option. As the commercial paper matures, it is resold by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming an upward sloping yield curve). By

accepting the risks inherent in variable interest rates, the City can take advantage of the lowest rates available in the current market.

Factors that will be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk, and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term financing to fund uncertain construction cash flow requirements. The short-term debt can be refinanced as fixed-rate, long term debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for the use of variable rate financing. Examples are the Electric, Water, and Wastewater enterprise funds.

C. Use of Alternative Debt Instruments

1. Derivative Products

The use of certain derivative products, such as swaps, swaptions and the sale of call options, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used would allow the City to issue variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, such products have unique risks that the City and its financial advisors will evaluate as per the City's Swap Policy. The current Swap Policy is included in Appendix A.

VIII. DEBT MANAGEMENT PROCESS – DEBT CAPACITY

The determination of how much indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year CIP, subject to the condition that sufficient revenues are projected to be available. Factors such as debt service coverage requirements outlined in the bond indentures, the impact on the citizens (tax rates), and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, Revenue or Certificates of Participation bonds for electric, water and wastewater bonds will consider the impact on customer utility bills. In the case of general obligation debt, State Statutes and the Constitution limit the amount of debt that a municipality can have outstanding.

IX. DEBT MANAGEMENT PROCESS – SECURITY OF DEBT

A. General Obligation (G.O.) Bonds

G.O. bonds are backed by the full-faith and credit of the City and are secured by secondary property taxes.

B. Revenue Bonds

Revenue bonds are supported solely from fees generated from specific Enterprise Funds. Accordingly, in order to preserve debt capacity and budget flexibility, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue obligations will be determined by the expected life of the project to be financed and the revenues available to repay the debt. The City's various Enterprise Funds – Electric, Water, and Wastewater issue bonds backed by revenues of the enterprise. Revenue bonds are generally issued through the Roseville Finance Authority.

C. Certificates of Participation (COP) Bonds

COP bonds are an instrument evidencing a pro rata share in a specific pledged revenue stream, usually lease payments by the issuer that are typically subject to annual appropriation. The certificate generally entitles the holder to receive a share, or participation, in the payments from a particular project. The payments are passed through the lessor to the certificate holders. The lessor typically assigns the lease and the payments to a trustee, which then distributes the payments to the certificate holders.

D. Housing Bonds

Tax-exempt housing bonds are an important source of capital, providing loans for single-family homeownership and rental housing for very-low, low and moderate-income individuals and families. The relatively low tax-exempt interest rates, combined with federal, state, and local housing assistance programs, provide the necessary subsidy to create a supply of much needed, below market interest-rate loans.

E. Community Facilities District (CFD) Bonds

CFD bonds are issued and backed entirely by a Community Facilities District established under State Statutes for the purpose of managing and financing

public improvements benefiting the property within the CFD. Any CFDs established by the City are reviewed by the Finance Department, and the Finance Department will supervise the issuance of the debt on behalf of the CFD with the CFD paying all costs of issuance including administrative support. The creation of a CFD must be approved by City Council and follow a detailed legal process. Please refer to the City's Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982, available on the City's website, concerning CFD bonds.

F. Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of taxpayers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an Assessment District must be approved by City Council and follow a detailed legal process.

X. DEBT MANAGEMENT PROCESS – PURPOSE OF FINANCING

Generally, financings may be undertaken to fund new projects “new money financing” or to refund existing bonds.

A. New Money Financing

New money issues are those financings that generate funding for capital projects. These funds will be used for necessary land acquisitions, capital construction, equipment, and other items for the City. New money bond proceeds are generally not used to fund operational activities. The City also may use its commercial paper programs to provide interim new money funding. The commercial paper notes are retired upon receipt of bond proceeds from a long-term fixed rate financing.

B. Refunding Bonds

A periodic review of the City's outstanding debt will be undertaken by the Finance Department to determine refunding opportunities.

Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce overall debt service. Alternatively, some refundings are undertaken for reasons other than to achieve cost savings, such as to restructure debt service payments,

to change the type of debt instruments being used, or to eliminate undesirable covenants.

In any event, a present value savings analysis must be prepared that identifies the economic effects of any refunding being considered by the City. The savings from any particular refunding candidate shall generally be at least 5% of the refunded par amount, net of all transaction expenses. This 5% savings target may be waived by the CFO, or his/her designee, upon a finding that such a refunding is in the City's best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

XI. DEBT MANAGEMENT PROCESS - CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for all categories of short- and long-term debt. The City will not issue bonds that do not carry investment grade ratings, except for CFD and Special Assessment bonds.

A. Rating Agency Relationships

The CFO, or his/her designee, shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

B. Use of Rating Agencies

The City may obtain a rating from at least one nationally recognized rating agency on all new bond issues being sold in the public market. The CFO, or his/her designee, shall determine whether or not any additional ratings will be requested on a particular financing. The CFO, or his/her designee, shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement, are permissible, if warranted by the circumstances and approved by the CFO, or his/her designee.

The City and/or the financing team shall notify the rating agencies by telephone or through written correspondence when the City anticipates issuing bonds. Bond documentation shall be sent several weeks prior to the bond sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the CFO, or his/her designee, such a meeting is

in the best interest of the City in order to obtain the highest possible credit rating.

The City shall make every reasonable effort to maintain or improve its high quality credit ratings.

The City may request an underlying rating and an insured rating on all bond issues utilizing bond insurance.

The City shall submit its audited annual comprehensive financial report to all rating agencies utilized by the City.

XII. DEBT MANAGEMENT PROCESS – CREDIT ENHANCEMENT

Although the City has high credit ratings, credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain bonds may be financially beneficial. Bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

A. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular bond maturity or entire issue. Bond insurance provides improved credit quality for the bonds as a result of the insurance provider's guarantee of the payment of principal and interest on the bonds. Because of the decreased risk of non-payment, investors are willing to purchase insured bonds at lower yields than uninsured bonds, thus providing the issuer with interest cost savings.

1. Benefit Analysis

The decision to use bond insurance is an economic decision. A benefit analysis compares the present value of the interest savings to the cost of the insurance premium. Insurance will be purchased when the premium cost is less than the present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

2. Selection

The City or its financial advisor will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a

competitive sale, facilitating the prequalification of bonds by insurance providers. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the CFO shall have the authority to purchase bond insurance when deemed advantageous and the terms and conditions governing the guarantee are satisfactory.

B. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit (“LOC”) represent a bank’s promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee will draw upon the LOC to make debt service payments and the City will reimburse the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

XIII. DEBT MANAGEMENT PROCESS – STRUCTURAL FEATURES

A. Maturity

The final maturity of a bond sale shall be equal to or less than the remaining useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average useful life of the assets being financed.

B. Debt Service Structure

The Finance Department will carefully consider the debt service structure for each bond issue. Factors such as the flow of revenues available for a particular credit, the need to fill in gaps created by refunding specific principal maturities or to structure savings from a refunding in a particular year will be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future capital programs. Bonds will be amortized over a period of time not to exceed the useful life of the assets being financed.

C. Lien Levels

Senior, Junior and Subordinated Junior Liens for each revenue source will be utilized in a manner that will maximize the most critical constraint - typically

either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

D. Capitalized Interest

Subject to Federal and State law, interest may be capitalized from the date of issuance of the debt. Interest may also be capitalized for projects in which the revenue designated to pay debt service on the bonds will be collected at a future date, not to exceed six months from estimated completion of construction. Any use of capitalized interest will require a review by bond counsel and approval by the CFO.

XIV. INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and Indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds, as well as restrictions on the time period over which some bond proceeds may be invested. The CFO, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

XV. CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA) and filing material event notices within 10 days of occurrence of certain events as required by the Rule.

XVI. ARBITRAGE REBATE

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The CFO, or his/her designee, may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

XVII. INTERNAL CONTROLS AND POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its bonds. The Finance Department shall maintain written procedures to document the processes used to monitor the appropriate use of bond proceeds and to ensure compliance with applicable laws and regulations, and shall specify the positions and individuals responsible for these processes.

APPENDIX A

Swap Policy

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I. INTRODUCTION

The swap guidelines outlined herein are only intended to provide general procedural direction regarding the future use, procurement and execution of interest rate swaps and options. These guidelines are intended to relate to various interest rate hedging techniques, including the contractual exchange of different fixed and variable rate payment streams through interest rate swap agreements. The swap policies are not intended in any way to require the City to modify or terminate existing interest rate swaps. The City maintains the right to modify these guidelines and may make exceptions to any of them at any time in its sole discretion. Failure to comply in any manner with these swap guidelines shall not result in liability on the part of the City to any party.

II. APPROACH AND OBJECTIVES

Interest rate swaps and options are appropriate interest rate management tools that can help the City meet important financial objectives. Properly used, these instruments can increase the City's financial flexibility, provide opportunities for interest rate savings or enhanced investment yields, and help the City manage its balance sheet through better matching of assets and liabilities. Swaps should be integrated into the City's overall debt and investment management guidelines and should not be used for speculation.

Swaps are appropriate to use when they achieve a specific objective consistent with the City's overall financial strategies. Swaps may be used, for example, to lock-in a current market fixed rate or create additional variable rate exposure. Swaps may be used to produce interest rate savings, to alter the pattern of debt service payments, or for asset/liability matching purposes. Swaps may be used to cap, limit or hedge variable rate payments. Options granting the right to commence or cancel an underlying swap may be used to the extent the swap itself is consistent with these guidelines or the City determines there are other advantages to be derived in granting the option; however, the City must determine if the use of any such option is appropriate and warranted given the potential benefit, risks, and objectives of the City. The City's staff, together with its Bond Counsel and its Financial Advisor, periodically shall review the City's swap guidelines and recommend appropriate changes.

In connection with the use of any swaps, the City Council shall make a finding that, per Government Code Section 5922, the applicable swap is designed to reduce the amount or duration of the interest rate risk or result in a lower cost of borrowing when used in combination with the issuance or carrying of the Bonds or enhance the relationship between the risk and return with respect to the City's investments or program of investment, as applicable.

Rationales for Utilizing Interest Rate Swaps and Options

- A. Optimize capital structure; including schedule of debt service payments and/or fixed vs. variable rate allocations
- B. Achieve appropriate asset/liability match
- C. Reduce risk, including:
 - 1. Interest rate risk;
 - 2. Tax risk; or
 - 3. Liquidity renewal risk
- D. Provide greater financial flexibility
- E. Generate interest rate savings
- F. Enhance investment yields
- G. Manage exposure to changing markets in advance of anticipated bond issuances (through the use of anticipatory hedging instruments)

III. PERMITTED INSTRUMENTS

The City may utilize the following financial products on a current or forward basis, after identifying the objective(s) to be realized and assessing the attendant risks.

- A. Interest rate swaps, including fixed, floating and/or basis swaps; and
- B. Options, including swaptions, caps, floors, collars and/or cancellation or index-based features

IV. PROCEDURE FOR SUBMISSION AND EXECUTION

Unsolicited proposals are to be mailed to the Chief Financial Officer and the Financial Advisor for evaluation. Such unsolicited proposals need to be received four weeks prior to the next City Council meeting for consideration at such meeting. For proposals received within four weeks of the next City Council meeting, the City reserves the right to consider the proposal at the following month's Council meeting.

Legal costs incurred in connection with an unsolicited proposal shall be paid by the firm submitting the proposal if for whatever reason the proposal does not close or should the City elect for any reason not to proceed. If the City elects to proceed with the

proposed transaction and the proposed transaction closes, the City will absorb such legal costs through costs of issuance.

The City staff and the Financial Advisor shall review all unsolicited proposals prior to presentation to the City Council. The City shall only present proposals to the Council that the City, in its sole discretion, believes should be considered further given, for example, the projected savings or other benefits and the ability to meet one or more of the objectives outlined herein. Only proposals that meet the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) or that the City staff find compelling for other reasons, shall be presented.

Procurement and Execution

The City will not have a fixed guideline with respect to swap procurement. The City will assess the benefits of competitively bidding financial products that are non-proprietary or generally available in the marketplace. On a product-by-product basis, the City will have the authority to negotiate the procurement of financial instruments that have customized or specific attributes designed on the City’s behalf.

The use of financial derivative products will be recommended if they meet one of the benefits outlined herein or if they:

- A. Provide a specific benefit not otherwise available;
- B. Produce greater expected interest rate savings or incremental yield than cash market alternatives;
- C. Are not speculative or do not create unreasonable leverage or risk;
- D. Result in an improved capital structure or better asset/liability match; or
- E. Reasonably pass the risk evaluation required by these guidelines

Conformance with Dodd-Frank

It is the intent of the City to conform this policy to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as “Dodd-Frank”). Pursuant to such intent, it is the policy of the City that: (i) each swap advisor engaged or to be engaged by the City will function as the designated qualified investment representative of the City, sometimes referred to as the “Designated QIR”; (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading

Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the “Representative Regulation”); (iii) each swap advisor provide a written certification to the City to the effect that such swap advisor agrees to meet and meets the requirements specified in the Representative Regulation; (iv) the City monitor the performance of each swap advisor consistent with the requirements specified in the Representative Regulation; (v) the City exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; and (vi) the City rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

Counter-Party Risk Assessment

The City will only do business with highly rated counter parties or counter parties whose obligations are supported by highly rated parties. The City will structure swap agreements to protect itself from credit deterioration of counter parties, including the use of credit support annexes or other forms of credit enhancement to secure counter party performance. Such protection shall include any terms and conditions which in the City’s sole discretion are necessary or appropriate or in the City’s best interest.

The City shall enter into interest rate swap transactions only with qualified swap counter parties. Qualified swap counter parties are investment banks as will be identified by the Financial Advisor. Qualified swap counter parties should be rated at least “Aa3” or “AA-” by one of the nationally recognized rating agencies (i.e. Moody’s, Standard and Poor’s, and Fitch) and not rated lower than “A2” or “A” by any nationally recognized rating agency. In addition, the counter party must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market. Each counter party shall have minimum capitalization of at least \$150 million.

The City should not have an immutable credit standard. However, the City will attempt to do business with highly rated counter parties of “Aa3” or “AA-” or better. For lower rated (below “Aa3” or “AA-”) counter parties, the City should seek credit enhancement in the form of:

- A. Contingent credit support or enhancement; or
- B. Collateral consistent with the policies contained herein

V. SWAP ANALYSIS AND PARTICIPANT REQUIREMENTS

In connection with any swap, the City and its Financial Advisor shall review the proposed transaction and outline any considerations associated with the transaction to the City Council. Such a review should include the following:

- A. The identification of the proposed benefit and potential risks, which shall include, but not necessarily be limited to, those risks outlined herein
- B. Independent analysis of potential savings from a proposed transaction
- C. Fixed versus variable rate and swap exposure before and after the proposed transaction
- D. Market Net Termination Exposure (as outlined herein) for all existing and proposed transactions at the City

Swap Risks

- A. Counter party Risk – The risk of a payment default on a swap by an issuer’s counter party
- B. Termination Risk - The risk that a swap has a negative value and the issuer owes a “breakage” fee if the contract has to be liquidated
- C. Tax Risk – A mismatch between changes in the rate or price on an issuer’s underlying bonds and the swap caused by a reduction or elimination in the benefits of the tax exemption for municipal bonds, e.g. a tax cut, which results in an increase in the ratio of tax-exempt to taxable yields
- D. Basis Risk – A mismatch between the rate on an issuer’s underlying bonds and the rate paid under the swap, e.g. a tax-exempt variable rate issue which trades at 62% of LIBOR while the issuer only receives 60% of LIBOR under the swap
- E. Tax Exemption Risk – The risk that the transaction may make the issuer’s related bonds taxable
- F. Liquidity/Remarketing Risk – The risk that an issuer cannot secure a cost-effective renewal of a Letter or Line of Credit or suffers a failed auction or remarketing with respect to its variable-rate bonds

Benefit Expectation

Financial transactions, using fixed rate swaps or other derivative products, should generate 2% greater projected savings than the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) then in effect for traditional bonds. This threshold will serve as a guideline and will not apply should the transaction, in the City’s sole judgment, help to meet any of the objectives outlined herein. The higher savings target reflects the greater complexity and higher risk of derivative financial instruments. At a minimum, such financial transactions should provide a savings of no less than 5% over refunded par regardless of the spread between the financial transaction and a traditional bond refunding.

For example, assuming a refunding of \$100 million of existing bonds, a traditional fixed rate advance refunding that does not use derivative products would have a present value savings threshold of \$5 million, which is 5% of the refunded par. If the refunding structure utilizes a derivative product, the threshold would be \$7 million in present value savings, 7% of the refunded par. Therefore, the transaction utilizing a swap or other derivative product would have to generate an additional \$2 million to meet the target.

For variable rate or other swap transactions that do not result in a fixed interest rate, the City will evaluate any additional value generated through the transaction in assessing the benefits of proceeding, including the ability to meet the objectives outlined herein. These benefits include, for example, reducing interest rate or tax risk, optimizing the capital structure or further reducing interest expense.

In determining any benefit in implementing a fixed-to-variable swap, the cost of remarketing, in addition to the cost of credit enhancement or liquidity fees must be added to the projected variable rate. Such a calculation should consider the trading performance of comparable bonds and any trading premium resulting from a specific form of credit enhancement or liquidity and/or any impact related to broader industry trends.

VI. LEGAL AND CONTRACTUAL REQUIREMENTS

Unless otherwise approved by Council, the City will use standard ISDA swap documentation including the Schedule to the Master Agreement and a Credit Support Annex. The City may use additional documentation if the product is proprietary or the City deems in its sole discretion that such documentation is otherwise in its interest.

Terms and Notional Amount of Swap Agreement

The City shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. In connection with the issuance or carrying of bonds, the term of the swap agreement between the City and a qualified swap counter party shall not extend beyond the final maturity date of existing debt of the City on the related Project, or in the case of a refunding transaction, beyond the final maturity of the refunding bonds. For purposes of calculating net exposure, credit shall be given to any fixed versus variable rate swaps that offset termination exposure for a specific Project or bond transaction. For variable rate transactions, credit may also be given for any assets that are used to hedge a transaction as long as in the City's judgment such assets are reasonably expected to remain in place on a coterminous basis with the swap.

Terms and conditions of any swap shall be negotiated by the City in the best interests of the City subject to the provisions of the California Government Code and, unless otherwise waived or altered by the City, these guidelines. The swaps between the City and each counter party shall include, as appropriate, payment, term, security, collateral, default, remedy, termination, and other terms, conditions and provisions as the City, in consultation with its Bond Counsel and Financial Advisor, deems necessary or desirable.

Subject to the provisions contained herein, the City swap documentation and terms should include the following:

- A. Downgrade provisions triggering termination shall in no event be worse than those affecting the counter party
- B. Governing law for swaps will be New York law, but should reflect California authorization provisions
- C. The specified indebtedness related to credit events in any swap agreement should be narrowly drafted and refer only to specific project debt
- D. Collateral thresholds should be set on a sliding scale reflective of credit ratings (see Collateral below)
- E. Eligible collateral as set forth in the Collateral section below.
- F. Termination value should be set by "market quotation" methodology, when the City deems appropriate
- G. The City should only agree to an Additional Termination Event for the City to the extent that the ratings on the applicable the City bonds fall below a ratings

trigger acceptable to the City and the counter party and no form of credit support or enhancement is in place

Termination Provision

All swap transactions shall contain provisions granting the City the right to optionally terminate a swap agreement at any time over the term of the agreement. Such a provision shall be required even if any termination is at market. In general, exercising the right to terminate an agreement should produce a benefit to the City, either through the receipt of a payment from a termination or, if the termination payment is made by the City, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the City.

Collateral

As part of any swap agreement, the City shall require collateralization or other forms of credit enhancements to secure any or all swap payment obligations. As appropriate, the City, in consultation with its Bond Counsel and Financial Advisor, may require collateral or other credit enhancement to be posted by each swap counter party under the following circumstances:

- A. Each counter party to the City may be required to post collateral if the credit rating of the counter party or parent falls below the “AAA” category. Additional collateral for further decreases in credit ratings of each counter party shall be posted by each counter party in accordance with the provisions contained in the collateral support agreement to each counter party with the City the City. Maximum un-collateralized exposure for: (i) “AAA” rated counter parties is \$40 million; (ii) “AA” rated counter parties is \$10 million; and (iii) below “AA” category, uncollateralized exposure is zero
- B. Threshold amounts shall be determined by the City on a case-by-case basis. The City will determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter
- C. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City and the counter party
- D. A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counter party. A complete list of acceptable securities and valuation percentages are included as Attachment A

- E. The market value of the collateral shall be determined on at least a monthly basis, or more frequently if the City determines it is in the City's best interest given the specific collateral security
- F. It shall be determined on a case-by-case basis whether other forms of credit enhancement are more beneficial to the City

VII. LIMITATIONS ON TERMINATION EXPOSURE

In order to diversify the City's counter party credit risk, and to limit the City's credit exposure to any one counter party, limits will be established for each counter party based upon both the credit rating of the counter party as well as the relative level of risk associated with each existing and projected swap transaction. The guidelines below provide general termination exposure guidelines with respect to whether the City should enter into an additional transaction with an existing counter party. The City Council may make exceptions to the guidelines at any time to the extent that the execution of a swap achieves one or many of the goals outlined in these guidelines or provides other benefits to the City.

Such guidelines will also not mandate or otherwise force automatic termination by the City or the counter party. Maximum Net Termination Exposure is not intended to impose retroactively any terms and conditions on existing transactions. Such provisions will only act as guidelines in making a determination as to whether or not a proposed transaction should be executed given certain levels of existing and projected net termination exposure to a specific counter party. Additionally, the guidelines below are not intended to require retroactively additional collateral posting for existing transactions. Collateral posting guidelines are described in the "Collateral" section above. The calculation of net termination exposure per counter party will take into consideration multiple transactions, some of which may offset the overall exposure to the City.

Maximum Net Termination Exposure will be based on the sum of (i) the market value of existing transactions as of the first day of the month prior to the execution of any new transaction plus (ii) the expected worse case termination value of the new transaction. The maximum termination exposure will also be tied to the credit rating of a counter party and whether or not the counter party has posted collateral against this exposure.

Under this approach, the City will set limits on individual counter party exposure based on existing as well as new or proposed transactions. For existing transactions, exposure will be based on the market value as of the last quarterly swap valuation report provided by the Financial Advisor. For a new or proposed transaction, the City will calculate the projected maximum exposure based on the estimated maximum exposure assuming two standard deviations. Standard deviation is a statistic obtained by squaring

the average difference from the mean of a distribution of numbers. Two standard deviations capture 95% of the population of a distribution of numbers. For purposes of the calculation, two standard deviations shall be calculated as the annualized standard deviation of weekly swap rates over the preceding 52 weeks. The time period may vary according to market conditions which could range from flat to volatile.

The sum of the existing market value and the projected maximum exposure shall constitute the Maximum Net Termination Exposure. For purposes of this calculation, the City shall include all existing and projected transactions of an individual counter party and all transactions will be analyzed in aggregate such that the maximum exposure will be additive and netted on a per project basis. The rationale behind aggregating and netting on a Project basis is that the exposure will vary for individual members depending on their participation in different projects.

For example, if the City has \$13 million (i.e. the City would owe termination payment) of exposure to a counter party, the Maximum Net Termination Exposure under the definition above, is the projected maximum termination exposure less the outstanding exposure. If projected maximum termination exposure on the proposed transaction, assuming two standard deviations, is \$20 million, net termination exposure would be \$7 million.

The exposure thresholds, which will be reviewed periodically to ensure that they remain appropriate, will also be tied to credit ratings of the counter parties and whether or not collateral has been posted. If collateral has been posted, the City cannot exceed \$30.0 million of collateralized exposure. In addition, there would be a further limit on the amount of uncollateralized exposure, including any threshold amounts under the Credit Support Annex. For AAA-rated counter parties, the City could have up to \$40.0 million of uncollateralized exposure; for counter parties in the AA category, the City could have up to \$10.0 million of uncollateralized exposure and for counter parties below the AA category, the City could have no uncollateralized exposure. If a counter party has more than one rating, the lowest rating will govern for purposes of the calculating the level of exposure. A summary table is provided below.

Credit Ratings	Maximum Collateralized Exposure	Maximum Uncollateralized Exposure	Maximum Total Termination Exposure
AAA	NA	\$40 million	\$40 million
AA Category	\$30 million	\$10 million	\$40 million
Below AA	\$30 million	None	\$30 million

Assuming the same example as above, if the counter party is currently rated “Aa2” and “AA+,” the exposure thresholds would only take effect if Net Termination Exposure increased an additional \$3 million (from the original \$7 million above).

If the exposure limit is exceeded by a counter party, the City shall conduct a review of the exposure limit per counter party. The City, in consultation with its Bond Counsel and Financial Advisor, shall explore remedial strategies to mitigate this exposure.

VIII. ONGOING MANAGEMENT

The City will seek to maximize the benefits and minimize the risks it carries by actively managing its swap program. This will entail frequent monitoring of market conditions, by both the Financial Advisor and swap counter party, for emergent opportunities and risks. Active management may require modifications of existing positions including, for example:

- A. Early termination;
- B. Shortening or lengthening the term;
- C. Sale or purchase of options; or
- D. Use of basis swaps.

On an overall basis, the City's swap program is not expected to be very large relative to all of its investment and debt activities. Swaps will be used in response to particular market conditions and needs of the City for which swaps are the best investment or debt-management option.

IX. ONGOING REPORTING REQUIREMENTS

A written report providing the status of all interest rate swap agreements entered into by the City will be provided to the City Council on an annual basis (or other basis, if so directed by Council) and shall include the following:

- A. A description of all outstanding interest rate swap agreements, including project and bonds series, type of swap, rates paid and received by the City, total notional amount, average life of each swap agreement, remaining term of each swap agreement
- B. Highlights of all material changes to swap agreements or new swap agreements entered into by the City since the last report
- C. Termination exposure of each of the City's interest rate swap agreements
- D. The credit rating of each swap counter party and credit enhancer insuring swap payments, if any

- E. If applicable, information concerning any default by a swap counter party to the City, including but not limited to the financial impact to the City, if any
- F. If applicable, information concerning any default by the City to a swap counter party
- G. A summary of swap agreements that were terminated or that have expired
- H. For a swap transaction entered into to generate debt service savings, the City will calculate on an annual basis the actual debt service requirements versus the projected debt service on the swap transaction at the original time of execution. Such a calculation shall include a determination of the cumulative actual savings (or, if applicable, additional payments made by the City) versus the projected savings at the time the swap was executed.

Attachment A – Acceptable Collateral

Security	Valuation Percentage
Cash	100%
Negotiable debt obligations issued by the U.S. Treasury Department or the Government National Mortgage Association (“Ginnie Mae”), or (y) mortgage backed securities issued by Ginnie Mae (but with respect to either (x) or (y) excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service) and in each case having a remaining maturity of: (i) less than one year (ii) one year or greater but less than 10 years (iii) 10 years or greater	100% 98% 95%
Negotiable debt obligations issued by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or the Federal Home Loan Mortgage Association (“Fannie Mae”) or (y) mortgage backed securities issued by Freddie Mac or Fannie Mae but excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service	95%
Any other collateral acceptable to the City in its sole discretion. The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion	The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion.

For example, if a counter party is required to post \$1 million of collateral and wished to use bonds issued by Ginnie Mae with five years remaining to maturity, it would be required to post \$1,020,409 (\$1 million/0.98) to satisfy the collateral requirement.

City of Roseville Budget Development Policy

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I. INTRODUCTION

This policy outlines the City of Roseville's (City) guidelines for budget development. Consistently following adopted policies will assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner. This policy establishes guidelines for developing the City's annual operating and capital budget as recommended by the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB). This document shall be reviewed on an annual basis to reflect the highest standards of fiscal management and the City's budgetary goals.

II. POLICY

A. Citywide Focus

Consistent with the General Principles of Governance adopted by the City Council in the Elections Ordinance, the City shall maintain a citywide focus during the budget development process and in the adopted budget. Revenues and expenditures shall be budgeted on a citywide basis and not tracked by Council district.

B. General Revenues

General revenues shall be deposited in the General Fund and appropriated during the budget process or by a separate Council action. General Fund revenues shall not be earmarked for any particular purpose, unless required by law or Generally Accepted Accounting Principles (GAAP).

C. Balanced Budget

The City shall adopt and maintain a balanced annual operating budget and an integrated capital budget throughout the fiscal year. For each fund, annual expenditures shall not exceed annual revenues plus available fund balances. It shall remain a goal of the City to maintain a long-term structurally balanced budget, where ongoing revenues support ongoing expenditures.

The City will achieve a structurally balanced budget through efficiencies (i.e., streamlining), permanent reductions to the expenditure base (e.g., eliminating lower priority vacant positions and reducing service levels), and ongoing revenue enhancements. In addition, the City's budget will not rely on reserves or the use of one-time revenues for ongoing expenditures.

D. Public Involvement

Public involvement shall be encouraged in the annual budget decision-making process through public hearings, public outreach, and the dissemination of accessible information. Public participation efforts allow the City to improve performance by identifying general needs, priorities, and service delivery expectations. Public involvement enables the City to be more responsive to the community's needs, thereby increasing the value that the public receives from the City.

E. Operating Budget

The operating budget document shall contain the expected revenue and expenditure appropriations, staffing levels, and summaries for each department. Summary information for each department featured in the budget shall include the primary services, strategic goals and strategies, accomplishments and initiatives, and key performance and workload measures. Department summaries shall be updated annually to illustrate how each department's priorities and performance measures support the City Council's Strategic Plan.

F. Capital Improvement Program (CIP) and Budget

The City shall develop a Five-Year CIP, which reflects a comprehensive approach to addressing the City's capital needs and the identification of resources for those needs. Critical inputs include infrastructure condition assessments, service level evaluations, asset management information, and review of available funding sources. The Five-Year CIP shall be the basis for the development of the annual CIP budget.

The annual CIP budget shall be developed in conjunction with the operating budget to ensure the effective utilization of the City's overall resources to operate and maintain facilities. The annual CIP budget shall include projects that span multiple fiscal years and result in capitalized assets. The CIP budget may consist of other projects of a capital nature that may not result in an asset and that span multiple fiscal years and have significant cost estimates.

The annual CIP budget shall reflect total estimated project costs for Council approved projects by including all historical expenditures, available appropriations, and future funding needs. CIP projects shall only be established with partial funding if there is a reasonable expectation that the remaining funding will be identified within a reasonable timeframe.

CIP appropriations remaining unspent at the end of each fiscal year shall be carried forward to the subsequent fiscal year until the project is completed or cancelled. CIP projects, however, shall be reviewed at least annually to identify projects that are not progressing to consider reprogramming project resources.

G. Indirect Cost Allocation Plan

The City shall use an indirect cost allocation plan (CAP) to allocate the costs of those general government activities without significant assets or liabilities to all City funds and departments, except those between General Fund departments. General government activities include City Council, City Manager, City Attorney, City Clerk, Finance, Human Resources, Public Affairs and Communications, and Economic Development. Substantial changes in the allocable indirect costs may be amortized or smoothed over a period not to exceed three fiscal years to allow receiving funds to adjust their rates. The CAP is also used to allocate indirect costs in Public Works Administration and Engineering and Parks, Recreation and Library Administration to their departmental divisions they support.

H. Indirect Costs Charged to Projects

The City shall use indirect cost rates to allocate the costs of overhead to all multi-year capital improvement projects for proper asset capitalization. Exceptions, other than federal or state grants that don't allow indirect costs, must be approved by the Finance Department.

I. Internal Service Funds

The City shall use internal service funds to allocate general government costs for activities with significant assets and/or liabilities to all City funds and departments. Internal service fund costs are budgeted in and allocated to General Fund departments. The City's internal service fund activities include information technology, fleet management, facilities management, and risk management (general liability and workers compensation).

J. General Fund Five-Year Forecast

The City shall maintain a five-year forecast for the General Fund as an essential fiscal planning tool. The forecast shall be based on the current budget and projections of future expenditures, revenues, and other funding sources over a multi-year period. The evaluation of recommended fiscal actions will focus on a longer-term, rather than short-term context. The five-year forecast is based on a set of point-in-time assumptions. The projected expenditure growth shall be realistic, mainly through the term of the current labor contracts. All revenue

forecasts will utilize objective external research and internal forecasting methods. City revenues are economically sensitive, and the five-year revenue forecasts are subject to the same uncertainty and downside risk surrounding national economic forecasts. It is important to note that the City's significant tax revenues, property and sales taxes, trail economic trends.

K. Basis of Budgeting

The City's budgets for governmental funds, such as the General Fund, special revenue funds, debt service funds, and capital project funds, shall be prepared based on the modified accrual basis of accounting. In other words, revenues are recognized in the accounting period in which they become available and measurable, and expenditures are recognized in the accounting period in which the liability is incurred. An exception to this basis is that disbursements of interfund loans are budgeted as expenditures in lender funds and revenue in borrower funds, and repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The budget for the City's proprietary funds, consisting of enterprise funds and internal service funds, shall be prepared on the full accrual basis of accounting for all operating revenues and most operating expenses. In other words, revenues are recognized when they are earned, and expenses are recognized when the liability is incurred. Expenses related to long-term assets, primarily capital outlay, and long-term liabilities, including repayment of bonded debt as well as pension and other post-employment benefit expenses, are budgeted on the modified accrual basis of accounting. Repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The City's budget shall exclude unrealized gains or losses resulting from the change in fair value of investments, as well as amortization of premiums and discounts on the City's investments. These calculations are performed solely for financial statement reporting purposes to comply with GAAP.

City of Roseville

General Fund Reserves Policy

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I. INTRODUCTION

The purpose of this policy is to establish targeted levels of General Fund reserves, a basic component of a financially strong city. Adequate reserves help sustain City operations when adverse or unexpected circumstances affect the City, providing resources to minimize service disruption in the event of temporary revenue shortfalls, declared disasters, or unpredicted one-time expenditures. This policy establishes the amounts the City will strive to maintain in the Emergency Reserve, Stabilization Reserve, and Litigation Reserve, and the conditions under which the reserves may be used.

II. BACKGROUND

Financial reserves strengthen the City's financial status and provide valuable resources for managing through economic cycles and addressing unexpected events. Every fund of the City represents a stand-alone financial set of accounts and has its own operating characteristics, financial capabilities, and constraints. The level of reserves needed should be based on the financial and operating characteristics of each fund.

According to the Government Finance Officers Association (GFOA), it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) in order to protect taxpayers and employees from unexpected changes in financial conditions. GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain an unrestricted budgetary fund balance in their General Fund of no less than two months of regular general fund operating revenues or regular General Fund operating expenditures (an amount equivalent to 16.67% of the annual budget).

This policy establishes three months of operating costs (25% of annual budgeted General Fund operating costs) as the City's target level of reserves. This targeted level of reserves consists of the City's Emergency Reserve (10% of annual budgeted General Fund operating costs) and the City's Stabilization Reserve (15% of annual budgeted General Fund operating costs). This policy also establishes \$250,000 as the minimum level in the City's Litigation Reserve. The policy also outlines the methods the City will utilize to achieve the target reserve levels, defines the conditions under which these funds can be used and describes how the City's expenditure and/or revenue levels will be adjusted to match any new economic realities that are causing the use of fund balance reserves as a financing bridge.

III. POLICY

A. Minimum and Target Reserve Levels

The City will maintain an Emergency Reserve at a minimum of 10% of budgeted General Fund operating expenditures. Because the City relies on property tax and sales tax revenue to support over two-thirds of the City's General Fund budget and the negative effects on property and sales tax revenue can be significant during economic downturns, the City will seek to build up and maintain a General Fund Stabilization Reserve equal to 15% of budgeted General Fund operating expenditures as the target reserve level. The Emergency Reserve and Stabilization Reserve shall be reported as commitments of fund balance in the General Fund for external financial reporting. Appropriations from the Emergency Reserve may only be made by a vote of the City Council to meet a critical, unpredictable financial need such as a declared emergency. Appropriations from the Stabilization Reserve may only be made by a vote of the City Council in the event of temporary revenue shortfalls caused by an economic downturn.

B. Methods to Achieve Funding Levels

Funding of the General Fund Reserves will generally come from the adopted budget, year-end excess revenues over expenditures or anticipated one-time revenues. At a minimum, during the budget process, staff shall review the current and five-year projected reserves to ensure that they are appropriate given the economic and financial risk factors the City faces.

C. Criteria for Expenditure of Reserve Funds

The Reserve Funds shall not normally be applied to recurring annual operating expenditures. Appropriation from the Emergency Reserve and Stabilization Reserve Funds requires approval of at least four City Council members. The Litigation Reserve is appropriated annually in the adopted budget.

1. Emergency Reserve

The Emergency Reserve may be used to contend with significant short-term issues such as declared emergencies. It is the intent of the Council to limit use of the Emergency Reserve to addressing unanticipated, nonrecurring needs.

2. Stabilization Reserve

The Stabilization Reserve may be used strategically to allow time for the City to restructure its operation in a deliberate manner as required in an economic downturn while minimizing service disruption. Use of the Stabilization Reserve will only take place in the context of a Council-adopted long-term plan. The Stabilization Reserve is intended to be used to address significant revenue shortfalls that occur during an economic downturn until the City's operating expenditure and revenue levels are adjusted to eliminate structural deficits.

3. Litigation Reserve

The Litigation Reserve may be used for legal matters that are unforeseen and/or unusual in nature and, as a result, typically require reactive measures such as seeking a budget adjustment and a funding source. Some examples are contract disputes, municipal code enforcement, and other public safety enforcement matters. The purpose of this reserve is to address these situations by allowing for proactive handling and funding of such matters.

D. Timeline for Replenishment of the General Fund Reserves

If the General Fund Reserves are drawn down below the minimum levels, a plan will be developed and implemented to replenish the reserves. Replenishing the reserves will be a priority use of one-time resources. Generally, the City should seek to replenish the Emergency Reserve and the Litigation Reserve within one year and the Stabilization Reserve to the minimum reserve level within three years.

City of Roseville
Development Services Stabilization Reserve (DSSR)
Fund Policy

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I. PURPOSE

The purpose of the Development Services Stabilization Reserve (DSSR) Fund (Fund #1013) Policy is to maintain resources in a reserve fund that the City Council may draw from in years of lower development activity. The City will use the DSSR to bridge gaps between budgeted and actual development revenues during periods of significant revenue decline.

II. BACKGROUND

A sustainable funding plan for the Development Services Department's building, planning, and engineering operations is necessary to respond to changes in the economic climate. Establishing a DSSR Fund will provide the department resources during a downturn in development-related activity and time to react to those changes.

III. POLICY

The DSSR shall be established as set forth below, and any changes to the policy will be recommended to the City Council for approval.

- A. The DSSR target goal is equivalent to six months of estimated building, planning and engineering revenues.
- B. Actual year-end General Fund revenues in excess of budget from select accounts in Development Service's Building, Planning and Engineering operations will be transferred to the DSSR, provided that the net year-end General Fund results (revenue and expenditure budget variance) of the Development Services Department are positive and the reserve is below the target goal.
- C. If, at year-end, the amount in reserve exceeds the six-month estimate for the current fiscal year, the City Manager can transfer the excess amount to the General Fund or maintain reserve levels above the six-month estimate if revenues are anticipated to grow in the future fiscal year.
- D. The year-end calculation will occur each year in the summer following the fiscal year end (June 30). The six-month revenue estimate will be based on the current year's budget. For example, the year-end calculation for FY2023-24 will occur in summer 2024, and the six-month revenue estimate calculation will be based on the FY2024-25 budget.
- E. The City will only use the DSSR to bridge gaps between projected and actual development-related revenues in Development Services during periods of significant revenue shortfalls. The reserve will help the department maintain

services during a short-term drop in revenue and will provide time to react to changes necessary during a long-term economic decline.

- F. Appropriation from the DSSR Fund requires approval of at least four City Council members.

City of Roseville
Federal Stimulus Reserve Fund Policy

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I. PURPOSE

The purpose of this policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved over the remaining course of the pandemic.

The City is required to disburse the federal stimulus funding by December 31, 2024. This temporary reserve fund will be closed after all funding, including interest earned thereon, has been distributed.

Staff will recommend one-time expenditures, or transfers to other City funds, for Council approval consistent with the requirement for the use of the funds to:

- A. respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts;
- B. cover otherwise unreimbursed costs incurred as a result of such emergency;
- C. replace revenue that was lost, delayed, or decreased as a result of such emergency; or
- D. address the negative economic impacts of such emergency.

The federal stimulus funding shall not be applied to new ongoing operating expenditures.

City of Roseville
Internal Service Funds - Operating and Replacement Reserves
Policy

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 5. Excess Reserves 68

I. PURPOSE

As separate budget and accounting entities, internal service funds (ISFs) need to manage cash reserves within their funds. The purpose of cash reserves in the ISFs is two-fold:

- Operating Reserves - To provide for continuity of service in the event of unanticipated changes to revenues or expenditures, particularly within a single fiscal year when charges for service on client operating departments already have been fixed through the adopted budget.
- Replacement Reserves - To provide funding for capital improvement, rehabilitation, and replacement of capital assets managed, whose useful lives span multiple fiscal years and whose costs yield a burdensome or unaffordable peak in expenditure if assessed on client operating departments as they occur.

In the ISFs, the accumulation and expenditure of reserve balances, including the establishment of targeted reserve levels, shall be as follows.

II. POLICY

A. Operating Reserves

1. Applicability

The following ISFs manage ongoing operations and therefore would benefit from the establishment of an operating reserve:

- Fleet Services
- Facility Services
- Information Technology Operations

Because ISFs do not function within a traditional retail environment, their revenues are not a material factor in the underlying risk to its financial sufficiency. An operating reserve incorporating the effects of billing cycles and collection rates is not applicable. Therefore, the operating reserve shall be established based singularly on a cushion for unforeseen change to critical cost drivers.

2. Targeted Reserve Level

An operating reserve equal to 5-15 percent of annual operating expenditures is appropriate among these service types. Fleet Services and Facility Services will target a 10-15 percent operating reserve level, and Information Technology Operations will target a 5-10 percent operating

reserve level. The fund balance of each ISF will serve as its operating reserve. For purposes of calculating the reserve target, operating expenditures include labor expenses and materials, services, and supplies expenses in the fund. As a metric for calculating a reserve level, operating expenditures should not include capital outlay, debt service, or transfers to other funds.

3. Initial Establishment of the Reserve

The available cash balance in the ISF may be used immediately to establish the operating reserve to its minimum level. If the minimum level is not feasible with existing cash, staff will develop a plan to begin adjusting the charges for service to begin funding the reserve, as described in the following paragraph.

4. Annual Funding of the Reserve

When the reserve is at its minimum level, there is no need to assess client operating departments for additional reserve funding in their annual charge for service. The reserve exists until it is used and falls below its minimum threshold, as designed.

When the operating reserve falls below its minimum level, a plan for replenishing the reserve shall be established as part of the next fiscal year's annual rate calculation process. Under staff discretion at that time, options for replenishing the reserve may include:

- Immediate replenishment to the minimum level in one fiscal year, accomplished by an additional component to the annual charge for service, assessed on client operating departments in proportion to their total charge for services.
- Replenishment to the minimum level over multiple fiscal years, such as two or three, depending on fiscal conditions determined at that time. This moderated plan is also accomplished as an additional component to the annual charge for service assessed on client operating departments in proportion to their total charge for services.

5. Excess Reserves

When cash held in the fund exceeds the minimum operating reserve level, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources, as part of the annual rate calculation process in the next fiscal year. Under staff discretion at that time, options for reducing excess reserves may include:

- Reduce client operating department charges for service on a one-time basis in proportion to their total charge for service. This option alternatively may be viewed as reducing the total cost pool driving charges for services by using reserves to fund planned operating expenditures in a single fiscal year.
- Fund previously deferred special projects associated with ISF operations, particularly those projects of broad benefit to all client operating departments.
- Transfer excess cash to the ISF's companion asset replacement/rehabilitation fund to reduce long-term deficiencies or accelerate funding for defined capital needs as allowed by accounting controls.

B. Replacement Reserves

1. Applicability

The following ISFs manage capital assets and therefore would benefit from the establishment of a replacement reserve:

- Fleet Replacement
- Fleet Operations
- Equipment Replacement
- Facility Rehabilitation
- Information Technology Replacement

The replacement reserve shall be based on analysis of long-term scheduled capital improvement, rehabilitation, and replacement of capital assets and equipment managed by the ISF in order to sustain municipal services and prevent City assets' physical deterioration.

Replacement reserves are not typically managed to handle increases in assets and equipment in service. Funding for new or growth in assets and equipment will need to be identified as a special funding component for client operating departments, the general resources of the City, or the ISF outside of this replacement reserve structure.

2. Targeted Reserve Level

Replacement reserves are dynamic: They are continually added to and spent as assets are rehabilitated or replaced. These ISF's will not target a minimum cash balance but instead manage the reserve's annual funding to enable adequate resources when expenditures are scheduled or needed.

3. Initial Establishment of the Reserve

The available cash balance in these ISF's may be used immediately to establish the replacement reserve. These are the resources available to meet near-term scheduled expenditures and the resources being accumulated for expenditure later as assets require reinvestment or replacement. In ideal circumstances, the cash currently available equals the amount of resources needed along current replacement schedules for all assets in service. The reasonableness of this circumstance will differ depending on the ISF evaluated for one or more of several reasons, such as:

- Past charges for service did not include any funding or included insufficient annual funding for future replacement.
- Assets are routinely replaced beyond their scheduled lives, particularly when ongoing maintenance can extend in-service timelines without unmanageable costs or effort.
- Assets are ultimately replaced by another asset of entirely different cost structure, particularly in areas of more rapid technological change.
- The total value of future replacement needs may not be supportable by charges for service and will require identification of additional funding outside the ISF in the future.

Regardless of the initial reserve establishment's adequacy, charges for service in the next fiscal year should be set to continue funding the reserve on an annual basis, as described in the following paragraph.

4. Annual Funding of the Reserve

The replacement reserve's underlying intention is to distribute the cost of asset replacement evenly over the life of the asset. Therefore, analysis by (individual or category of) asset is required to determine a total annual funding level. Steps for analyzing assets and determining their corresponding reserve funding component are as follows:

- Original Cost Basis: Record assets when placed in service. Assign an expected useful life. Calculate a straight-line annual depreciation amount based on the original cost. This value represents the minimum annual replacement reserve funding amount for assets expected to be replaced at the end of their life cycle.
- Replacement Cost Basis: Alternatively, record assets when placed in service. Assign an expected useful life. Project a replacement cost based on estimated cost inflation indices from original cost or a known replacement value. Calculate a straight-line depreciation amount based on estimated replacement cost, reducing for any material expected salvage value for fully depreciated assets. The resulting value represents the maximum annual reserve amount for assets expected to be replaced at the end of their life cycle.
- The method chosen – original cost or replacement cost basis – should be determined at staff discretion in each ISF. Factors influencing the choice of the method include impact to charges for service on client operating departments; external factors that substantially impact asset management between life cycles, such as rapid technological change; and magnitude of interest earnings in the replacement reserve contributing toward total resources available for asset replacement.

- The sum of annual funding amounts by asset (or asset category) represents the total annual reserve contribution to be collected through the ISF's charges for service, dependent upon funding available for rehabilitation and replacement (See Capital Improvement Program Rehabilitation Funding Policy). This annual funding requirement should be allocated to the client operating departments based on the selected allocation metric for asset replacement in the ISF's rate method, typically in proportion to the department's use of the asset.

5. Excess Reserves

In the unlikely event that replacement reserves are found to exceed scheduled needs, as part of the annual rate calculation process in the next fiscal year, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources. Under staff discretion at that time, options for reducing excess reserves may include:

- A planned, one-time reduction to service charges on client operating departments in proportion to their total charge for asset replacement-related services.
- Funding previously deferred special projects associated with asset management for the ISF, particularly those projects of broad benefit to all client operating departments.

City of Roseville
Capital Improvement Program Rehabilitation Funding Policy

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I. INTRODUCTION

The City has significant investments in facilities, equipment, park and recreation amenities and information technology (IT) hardware and software which require ongoing maintenance and eventual replacement. The CIP Rehabilitation funds, i.e., the Facility Rehabilitation Fund; the Equipment Replacement Fund, the Parks, Recreation and Library Capital Projects Fund; and the Information Technology Replacement Fund, are used to fund infrastructure needs for City buildings, equipment, park and recreation amenities and information technology capital replacement. In addition, the City maintains its significant investment in streets with external funding sources that are currently inadequate.

II. BACKGROUND

The City maintains 10-Year Rehabilitation/Replacement plans for its General Fund assets used in service delivery. The 10-year plans reflect an annual General Fund funding requirement of over \$10 million, however the actual amount budgeted in FY2021-22 was \$3.2 million leaving an annual gap of approximately \$7 million.

The City performs an annual review of the 10-year plans to develop CIP Rehabilitation budget recommendations for the City Manager that includes a prioritized list of capital projects that can be recommended for funding or deferral in conjunction with the adoption of the City's CIP Rehabilitation budget.

The expectation is that the annual average demand will continue to trend upward based on projects being deferred and new replacement costs.

Addressing these infrastructure needs has been a stated priority of the City Council and was reaffirmed at the City Council priorities workshop meeting on February 22, 2022. As outlined at that workshop, the proposed budget for CIP Rehabilitation will be increased for FY2022-23 to include \$1.6 million of General Fund resources for street maintenance.

III. POLICY

On an annual basis during each budget process, and until the annual required funding level is attained, the General Fund contribution to CIP Rehabilitation shall increase by \$1,000,000.

City of Roseville

Pension Funding Policy

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I. PURPOSE

The City's Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants. The policy also:

- Provides guidance in making annual budget decisions;
- Demonstrates prudent financial management practices;
- Reassures bond rating agencies; and
- Shows employees and the public how pensions will be funded.

II. BACKGROUND

The City provides defined benefit retirement benefits through the California Public Employees' Retirement System (CalPERS). CalPERS is a multiple-employer public employee defined benefit pension plan.

All full-time and certain part-time City employees are eligible to participate in CalPERS. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the City will utilize to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants.

Pension Funding: A Guide for Elected Officials, issued by eleven national groups including the U.S. Conference of Mayors, the International City/County Management Association, and the Government Finance Officers Association, established the following five general policy objectives for a pension funding policy:

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined contribution (ADC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.

- **Funding Discipline.** A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

III. POLICY

A. Actuarially Determine Contribution (ADC)

CalPERS actuaries will determine the City's ADC to CalPERS based on annual actuarial valuations. The ADC will include the normal cost for current service and amortization of any under-funded amount. The normal cost will be calculated using the entry age normal cost method using economic and non-economic assumptions approved by the CalPERS Board of Administration.

The City will review the CalPERS annual actuarial valuations to validate the completeness and accuracy of the member census data and the reasonableness of the actuarial assumptions.

B. Additional Discretionary Payment (ADP) Contribution

The City will consider making ADP contributions with one-time General Fund resources, with the objectives of increasing the plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

C. Pension Reserve Trust Fund Contribution

The City will establish and consider making contributions to an Internal Revenue Code Section 115 Pension Trust, with the objective of setting aside extra resources for future pension contributions at reduced investment risk to help smooth volatility from year-to-year fluctuations in annual required contributions.

D. Transparency and Reporting

Funding of the City's pension plans should be transparent to vested parties including plan participants, annuitants, the City Council and Roseville residents. In order to achieve this transparency, the following information shall be available:

- Copies of the annual actuarial valuations for the City's CalPERS plans shall be made available to the City Council.
- The City's Annual Comprehensive Financial Report shall be published on its website. This report includes information on the City's annual contributions to the pension systems and their funded status.
- The City's annual operating budget shall include the City's contributions to CalPERS.

E. Review of Funding Policy

Funding a defined benefit pension plan requires a long-term horizon. As such, the City will review this policy at least every five years to determine if changes to this policy are needed to ensure adequate resources are being accumulated.

City of Roseville

Other Post-Employment Benefits (OPEB) Funding Policy

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I. INTRODUCTION

The purpose of this Funding Policy is to state the overall funding goals for the City of Roseville OPEB Trust. The objective is to accumulate sufficient assets to fully finance the retiree healthcare benefits that the retired employees receive throughout retirement. In meeting this objective, the City will strive to meet the following funding goals:

- A. The City plans to continue to fund retiree medical benefits from operations until such a time as those expenses exceed the City's Actuarially Determined Contribution (ADC). At that time withdrawals from the OPEB Trust will be necessary.
- B. The City intends and plans to ultimately achieve full funding of its actuarially determined OPEB contributions by making increasing contributions to the OPEB trust, to the extent feasible, in the context of other competing demands for public services and employee compensation.
- C. Nothing in this funding policy shall constitute an obligation upon the City, nor an implied contract. The City Council may revoke or amend this policy in the best interests of the City.
- D. Funding of the OPEB Trust does not change the City's obligation or intent to fully pay annual medical costs for retirees.

II. BACKGROUND

The City of Roseville has provided a retiree health benefit to its employees for many years. As a cost reduction strategy, this benefit was eliminated for all bargaining unit employees classified as Tier III. Although eliminated for new employees, this benefit still remains in effect for the majority of the City's employees and must be addressed during the annual budget process.

In an effort to address the long-term costs of this expense, a trust was created to begin funding this benefit. The process currently in place is to fund all actual retiree expenses incurred in the current year on a pay-as-you-go basis and make additional contributions to the trust fund.

III. POLICY

The City will engage an OPEB actuary to determine the City's ADC based on biennial actuarial valuations. The ADC will include the normal cost for current service and amortization of the under-funded liability. The normal cost is the current year cost of the program to provide the benefit for current employees in the future. The normal cost

will be calculated using the entry age normal cost method using appropriate economic and non-economic assumptions approved by the City.

The City will review the actuarial valuations to validate the completeness and accuracy of the employee census data and the reasonableness of the actuarial assumptions. Actuarial valuations involve estimates and assumptions about the probability of occurrence of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The City will continue to appropriate the ADC in the annual budget for the pay-as-you-go costs of OPEB for current retirees and contributions to the OPEB Trust. In addition, a portion of any one-time monies remaining at the end of each fiscal year may be deposited into the trust, which amount will be determined by Council based on available funds and other priorities.

Funding OPEB requires a long-term horizon. The City will review this policy at a minimum biennially, coincident with preparation of the actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits.

City of Roseville
Workers’ Compensation and General Liability Funding Policy

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I. INTRODUCTION

The Workers' Compensation and General Liability Funding Policy documents the City's approach to providing adequate financial resources to fund the City's Workers' Compensation and General Liability Programs and establishing and maintaining adequate reserves in the Workers' Compensation and General Liability Internal Service Funds.

II. BACKGROUND

The City is self-insured for workers' compensation and for general liability. The Workers' Compensation and General Liability and Programs charge City departments and funds for the costs of providing for claims, as well as for the cost of administering the claims.

III. POLICY

In order to methodically and consistently measure the City's projected claims, the City will contract with a professional outside actuary to prepare annual actuarial valuation reports for both categories of claims. Program funding will be based on the annual actuarial valuation reports.

The City's funding policy will provide program funding at the 75% confidence level, including recognition of anticipated investment income. Confidence level is used by actuaries to determine the realistic possibilities that a given funding rate will be sufficient to cover all claims that might be incurred in any one program year. A 75% confidence level indicates that the funding rate should be adequate 75% of the time.

If either program maintains a balance above the minimum funding requirement, the excess reserves will be used to subsidize City contributions over a 1-5 year period depending upon the amount of the excess and the City's economic condition.

If either program has excess claims requiring additional contributions to the fund, the City will increase contributions over a 1-3 year period depending on the amount of the shortfall and the City's economic condition to get to the minimum funding requirement.

**City of Roseville
Interfund Loans Policy**

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I. PURPOSE

The City's Interfund Loan Policy documents the methods used by the City to demonstrate prudent financial management over interfund loans. The policy:

- Requires City Council approval of interfund loans, except for short-term working capital loans,
- Permits short-term interfund loans for working capital to cover Council-approved reimbursable grants and projects and other temporary timing differences in cash flows, and
- Prohibits interfund loans from being used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established.

II. BACKGROUND

Interfund loans are the lending of cash from one City fund to another for a specific purpose and with a requirement for repayment. The practice of interfund loans is a recognized and necessary aspect of municipal finance. Such loans are typically short-term in nature and constitute the allocation of resources between individual funds for working capital purposes.

III. POLICY

A. Long-term Loans

Interfund loans, other than short-term working capital loans, must be approved by the City Council. Council approval will include the following terms of the loan:

- Purpose of Interfund Loan
- Identification of the source fund
- Availability of unrestricted funds in the source fund
- Review of multi-year plans for use of source fund cash
- Analysis of legal or contractual restrictions
- Repayment of Interfund Loan

- Repayment must have a payment source and funding stream
- Specific repayment schedule
- Interest imposed at a rate equal to at least investment earnings if loan did not occur
- Other Considerations
- Feasibility of repayment
- Internal controls to monitor repayment

B. Short-term Loans

Short-term interfund loans for working capital to provide cash for Council-approved reimbursable grants and projects, are permitted. Short-term working capital loans are also permitted for temporary timing differences in cash flows when expenditures are incurred before revenue is collected. The source funds for working capital interfund loans are the General Fund and the Automotive Replacement Fund.

C. Prohibited Uses

- Interfund loans will not be used to solve ongoing structural budget issues.
- Interfund loans will not hinder the accomplishment of any function or project for which the lending fund was established.

City of Roseville

Request for Proposals (RFP) Policy

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I. INTRODUCTION

The purpose of this policy is to provide a uniform process for the issuance, evaluation, and selection of competitive proposals for services and/or customized goods.

II. DEFINITION

Request for Proposals (“RFP”) is a competitive proposal process whereby the City solicits proposals from potential proposers. The RFP process is used for requirements in which the desired outcome is known, but it is difficult to define the methodology or the exact materials or services required to achieve the desired results.

Objectives of the RFP process are to:

- A. Describe the City’s requirements and desired outcomes within a written specification;
- B. Solicit proposers for their proposed solutions;
- C. Describe key criteria to be used in the evaluation of proposals;
- D. Outline the terms and conditions under which the proposer(s) will operate or supply goods and/or services.

The City should use its best efforts to ensure that any RFP is as complete and thorough as possible, however should the scope of work or services of any RFP increase by twenty-five percent (25%) or more after publishing the RFP, that RFP should be withdrawn and any proposals rejected and a new RFP should be issued that includes the increased scope of work or services.

III. USE OF AN RFP

- A. Contracts for goods or services with an estimated value greater than the amount stated in Roseville Municipal Code (“RMC”) Sections 4.12.090 and 4.12.095 must be awarded by the use of competitive bids or an RFP, unless exempted by the City Council or law. Contracts for goods or services estimated to be equal or less than the amount stated in RMC Sections 4.12.090 and 4.12.095 may be awarded upon conclusion of informal interviews by representatives of the initiating department and other City staff, including the Purchasing Division (“Purchasing”), or by an RFP, as may be appropriate.
- B. Notwithstanding the foregoing, qualifying goods or services may be procured without issuing a RFP. A qualifying good or service is one where there is only a

single source for obtaining the particular good and/or service. Examples of sole source goods or services include, but are not limited to, patented, copyrighted, licensed items, specialized test equipment/facilities, critical schedule requirements, unique services, and standardized goods or services for which there is only a single source. Prior to contracting with a sole source, the initiating department shall complete the sole source authorization form. Furthermore, with respect to professional services with an estimated amount exceeding the amount stated in RMC Sections 4.12.090 and 4.12.095, such services may not be procured through sole source without the prior authorization of the City Manager and City Attorney.

IV. PUBLIC NOTICE

Public notice of the RFPs shall be given in the same manner as provided in RMC Section 4.12.090.

The originating department ("Department") should also generate a list of potential proposers to notify and direct them to the RFP section of the City's website to access the RFP.

V. FORM OF PROPOSAL

- A. City staff must use the City's latest version of the RFP template for the initial framework of the document and the City's Purchasing Guidelines should also be referred to. The RFP content should define the Department's needs and describe the scope of the work, allowing the potential proposer to develop the project details.
- B. Late proposals shall not be accepted, however staff may extend the time for submission of all proposals.
- C. Each proposal must be signed by an authorized representative of the proposer and include the legal name of the proposing organization and the signer's title. By signing the proposal it is presumed that the signer has authority to bind the proposer to the proposal's terms.
- D. RFPs are scored based on the criteria presented in the RFP. Proposers may propose any method or process to satisfy the scope of work in the RFP that maximizes responsiveness to the criteria stated in the RFP.

VI. EVALUATION FACTORS

Award of a RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

Proposals submitted will be reviewed by an evaluation panel. Members of the evaluation panel shall be comprised of City staff and at the option of City may include non-City staff upon approval of the City Manager and City Attorney. After the initial evaluation, proposers that have submitted the best and most complete proposals may be invited to one or more interviews. The number of proposers invited to an interview may vary depending upon the number of proposals submitted.

The RFP may indicate the relative importance of evaluation factors. The following are representative evaluation criteria that may be considered by the Department when preparing a RFP:

- A. Reputation and Experience. Does the proposer have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of his/her clients? Does the proposer have sufficient experience in the kind of work required?
- B. Capability and Availability of Staff. Does the proposer have qualified and experienced staff needed to perform the work?
- C. Understanding of the Problem. Does the proposer demonstrate a thorough understanding of the issues and has it developed a relevant and effective approach?
- D. Proximity of the Proposer. Although no preference shall be given to local businesses, proposer's office and/or staff proximity to City of Roseville offices or work location as it relates to the proposer's ability to be responsive to the project requirements may be considered.
- E. Cost. Whenever possible and appropriate, a proposer's fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. Whenever possible, RFPs should specify methods of submitting proposed costs that can be compared directly with competing proposals.

The City reserves the right to make a selection without interviews; therefore, the proposal should be submitted on the most favorable terms that the proposer might propose.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process:

- Quality of presentation
- Ability to meet the City's business goals
- Communication style

A contract will be negotiated with the proposer considered best meeting the City's need for the project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the proposer considered next best in meeting the City's needs for the particular project.

The selected proposer will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 below, a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.

VII. DISCUSSIONS WITH PROPOSERS AND REVISIONS TO PROPOSALS

- A. As provided in the RFP, discussions may be conducted with responsible proposers. These discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. The proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted prior to the evaluation panel's determination of the award recommendation for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- B. After the evaluation panel has determined the proposer(s) to be recommended for award, the Department may enter negotiations with the recommended

proposer(s) to finalize proposed services and price before the evaluation panel's formal notice of intent to award is made.

VIII. AWARD PROCESS

- A. The award is made to the proposer(s) that is determined to best meet the overall needs of the City. For contracts for goods or services with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095, the award of such contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095.
- B. Rejection of RFP. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any proposer(s) in response to any RFP. RFPs do not constitute any form of offer to contract.
- C. Multiple Award. The City reserves the right to award the contract to multiple proposers when applicable.
- D. A formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

IX. PUBLIC DISCLOSURE

In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

X. PROTESTS

- A. Protest Requirements
 - 1. Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be

allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

2. RFPs must include a notification to prospective proposers of this protest policy.
3. Departments must notify and consult with Purchasing and the City Attorney's Office immediately upon becoming aware of any potential or actual protest. In the event of a proper protest, the RFP process shall be stayed pursuant to Section X (D) of this Policy.

B. Grounds for Protest

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

C. Administrative Review

Upon receipt of the protest in accordance with Section X (A), and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

D. Stay of Action during a Protest

In the event a protest is filed under Section X, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

City of Roseville
Internal Control Policy

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I. INTRODUCTION

The purpose of this City policy is to document the internal control framework adopted by the City and to formalize certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls.

II. BACKGROUND

The City has a responsibility to taxpayers, ratepayers and constituents regarding stewardship of public funds and other assets. In the City's efforts to serve the public as City officials or employees, the City establishes this Internal Control Policy using recognized best practices and state and federal guidelines. California Government Code (GC) section 12422.51 requires the State Controller to develop internal control guidelines applicable to local agencies. The intent of the legislation was to assist local agencies in establishing a system of internal control to safeguard assets and prevent and detect financial errors and fraud. The City's Internal Control Policy conforms to the State Controller's Office (SCO) Internal Control Guidelines for California Local Agencies, as well as to the federal Office of Management and Budget (OMB)'s "Green Book", Standards for Internal Control in the Federal Government. The internal control framework adopted by the SCO and OMB in their guidelines was originally developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), an organization that develops guidelines for businesses to evaluate internal controls, risk management, and fraud deterrence.

Internal control is defined as a process effected by an entity's oversight body, management and other personnel that provides reasonable assurance the entity's objectives will be achieved. Internal controls are policies and procedures put in place to help achieve goals and objectives. There is however an inherent limitation on the effectiveness of any internal control due to the cost/benefit relationship that must be considered, meaning that the cost of the internal control should not outweigh the potential benefit of the control.

III. FIVE COMPONENTS OF INTERNAL CONTROL

Internal control is comprised of five components that work together in an integrated framework:

- Control Environment
- Risk Assessment
- Control Activities
- Information and Communication
- Monitoring Activities

A. Control Environment

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the City's personnel; the way management assigns authority and responsibility and organizes and develops its personnel; and the attention and direction provided by the City Council.

The control environment is the set of standards, processes, and structures that provide the basis for carrying out internal control across the City. The City Council and management establish the “tone at the top” regarding the importance of internal control, including expected standards of conduct, which then cascade down throughout the various levels of the organization and have a pervasive effect on the overall system of internal control. The control environment extends beyond the idea of culture and comprises the following:

1. The City’s integrity and ethical values
2. The City Council’s oversight responsibilities
3. The assignment of authority and responsibility
4. The process for attracting, developing, and retaining employees
5. The measures, incentives, and rewards to drive accountability for performance

The City’s control environment is influenced by a variety of factors including its history, values, market, and the competitive and regulatory landscape. An organization that establishes and maintains a strong control environment positions itself to be more resilient in the face of internal and external pressures.

The City’s policies and procedures include but are not limited to:

1. City Management has established the values and operating style for the organization through its Core Competencies, policies and procedures, and communicated them to all employees.
2. City Council and management receive and update their ethics training as required by AB 1234.

3. The City regularly considers the structure of the organization in terms of its size and the nature of its operation.
4. Management has established policies and practices reflecting expectations of competence.
5. Management provides the mentoring and training needed to attract, develop, and retain sufficient and competent personnel.

B. Risk Assessment

A local government's risk assessment process involves identifying risks to achieving organizational objectives, assessing the design of internal controls that mitigate these risks, and assessing whether the controls are effective. Risk assessment must be conducted by management on an on-going basis and include the following steps:

1. Define objectives clearly to enable the identification of risks and define risk tolerances.
2. Identify, analyze and respond to risks related to achieving the defined objectives.
3. Consider the potential for fraud when identifying, analyzing and responding to risks.
4. Identify, analyze and respond to significant changes that could impact the internal control system.

Internal changes such as changes in operating activities, the control environment, or organizational structure in addition to external changes such as changes within the regulatory environment, technological and economic changes all have an effect on risk. For this reason, a continuing effort to assess changes in risk and their effect on internal controls must be conducted.

The City's policies and procedures include but are not limited to:

1. City management addresses risk assessment in conjunction with the supervision of staff. When providing direction to staff in the performance of their duties, management may identify information as to the types of errors, policy violations, fraud, or noncompliance to which they should be attentive in the performance of their duties.

2. City Department Head Team communicates regularly about new or changed risks, conditions, actions, or events that may impact the ability of departments to manage the risks relevant to their operations.
3. Finance personnel attend training sessions to become aware of new accounting pronouncements and emerging issues in order to further identify and manage risks associated with proper financial reporting.
4. Departments send staff to conferences and program training sessions for the purpose of identifying likely risks of noncompliance, fraud, and error relevant to the programs that they manage.
5. The Information Technology (IT) Department periodically identifies and communicates risks for which employees should be particularly vigilant.

C. Control Activities

Control activities are the policies and procedures that help ensure that management directives are carried out. Control activities, whether within IT or manual systems, have various objectives and are applied at various organizational and functional levels. Examples of specific control activities include those relating to the following:

1. Authorization
2. Financial performance reviews
3. Information processing
4. Physical controls
5. Segregation of duties

The City's policies and procedures include but are not limited to:

1. Staff perform timely bank reconciliations as an effective tool to detect errors.
2. Internal financial reports are reviewed and compared to budget on a periodic basis and variances are investigated.
3. Purchasing guidelines are established that detail authorization limits, when contracts are required, and when purchases are subject to bidding or informal quotes.

4. Positive pay, which is a banking service to quickly detect check fraud, is employed.
5. Investment and debt policies are approved by Council to define the parameters and authorizations for investing and issuing long-term debt.
6. Procedures are established to ensure timely repayment and compliance with on-going debt covenants.
7. The Council-adopted budget ordinance is the policy used to establish budgetary control and the approval process required for budget adjustments.
8. Exceptions to any City policy or Administrative Regulation must be documented in writing and approved by an Assistant City Manager or the City Manager.

D. Information and Communication

Information is necessary for an entity to carry out internal control responsibilities to support the achievement of its objectives. Management obtains or generates and uses relevant and quality information from both internal and external sources to support the functioning of other components of internal control. Communication is the continual, iterative process of providing, sharing, and obtaining necessary information. Internal communication is the means by which information is disseminated throughout the organization, flowing up, down, and across the entity. It enables staff to receive a clear message from management that control responsibilities must be taken seriously. External communication is twofold as it enables inbound communication of relevant external information and provides information to external parties in response to requirements and expectations.

Communication is not an isolated internal control component. It affects every aspect of an organization's operations and helps support the system of internal control. The feedback from this communication network can help management evaluate how well the various components of the system of internal control are working.

The City's policies and procedures include but are not limited to:

1. The City Council adopts annual budgets and budget adjustments after a budget development process that encourages public engagement.

2. Staff provide quarterly financial reports to the City Council for review.
3. City management provides written instructions to all financial personnel with a role in the budget development and year-end close processes.
4. The City uses intranet and internet sites to communicate important information to employees, the City Council, and the public. Information provided on internet sites includes annual financial reports, adopted budgets, and summaries of City Council actions.
5. The City uses management-authorized job descriptions for all personnel.
6. The City monitors events at the state and national levels for pertinent legislative and regulatory actions.
7. Meetings of management personnel are conducted to review City Council agenda items, new initiatives, budget updates, and other important information.
8. City departments conduct staff meetings which provide an opportunity for information sharing up, down, and across the organization.
9. The City uses a whistleblower communication protocol called “Speak Up” for reporting potential wrongdoing, which allows anonymous reporting as an option and is a direct communication channel to the City Manager.

E. Monitoring

Monitoring involves evaluating the effectiveness of internal controls on an on-going basis and taking remedial actions when necessary. On-going monitoring activities often are built into the normal recurring activities and include regular management and supervisory activities. Management’s monitoring of controls includes considering whether they are operating as intended and that they are modified as appropriate for changes in conditions.

The City’s policies and procedures include but are not limited to:

1. Staff use the quarterly review of budget-to-actual reports to ascertain the on-going quality of the accounting controls that are used to produce reliable and consistent financial information about the City.
2. Staff respond to information received from employees regarding the accuracy of their payroll checks in order to give the City information

about the quality of the internal controls associated with the payroll process.

3. Staff respond to information received from vendors regarding the accuracy of payments made on vendor invoices in order to give the City information about the quality of the internal controls associated with the accounts payable process.
4. Staff respond to information received from customers regarding the accuracy of utility billings in order to give the City information about the quality of the internal controls associated with the utility billing system.
5. Staff follow up on corrective action plans for audit findings until recommendations are implemented.

City of Roseville

Procurement Code of Ethics Policy

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I. INTRODUCTION

Public employees are stewards of public funds and must ensure that expenditures of public funds, such as through the procurement and contracting process, occur in an ethical and responsible manner. All employees must perform their duties impartially to assure fair, competitive access to governmental procurement and to discourage conduct that is inconsistent with the proper execution of the employee's duties. Moreover, public employees must maintain a standard of conduct that inspires public confidence and trust in the integrity of the City's procurement process.

II. PURPOSE

The purpose of this policy is to provide a well-defined and established code of ethics for City of Roseville employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contract process.

III. POLICY

It is the policy of the City of Roseville to foster public confidence in the integrity of the City's procurement process by ensuring that all employees who engage in public procurement adhere and commit to the City's Procurement Code of Ethics Policy to perform their duties with integrity, honesty, fairness, and transparency and to avoid conflict of interests, engaging in questionable practices, and offers of personal benefit. All employees shall uphold the following standards:

IV. GENERAL STANDARDS OF CONDUCT

- A. Employees shall act impartially and with the highest degree of integrity to foster public confidence in city government and will make every effort to ensure open and fair competition for all available City business in accordance with the Roseville Municipal Code and this Policy.
- B. Employees shall conduct themselves in a courteous and professional manner with vendors, contractors, consultants and suppliers, henceforth referred to as "vendors"; internal customers, and members of the public with whom they come into contact, striving to act objectively and without discrimination or bias of any form.
- C. Employees shall not use confidential or sensitive information acquired in the course of their duties for personal gain or for the benefit of family or friends, and will act only within the official level of their authority.

- D. Employees shall keep their supervisor informed as necessary, immediately upon learning of a potential or existing problem that may impact the integrity of a procurement or contract activity.
- E. Employees shall not willfully or unlawfully conceal, remove, mutilate, falsify, or destroy any government document or record, nor shall they make any false or fictitious statements in connection with any official procurement matter, document or record.

V. CONDUCT WITH OUTSIDE VENDORS AND CONTRACTORS

- A. Employees shall base all purchases on the principle of competitive bidding/quotes consistent with the existing laws and policies of the City.
- B. Employees shall grant all competitive quotes or bids equal consideration, regard each transaction on its own merits, and promote fair, ethical, and legal trade practices. Employees shall not give out information about bids or bidders prior to bid opening. Any information provided must be provided in a controlled manner to ensure that all potential bidders receive the same information at the same time.
- C. Employees shall refrain from showing favoritism or being influenced by outside vendors through the acceptance of gifts, gratuities, loans or favors.
- D. Employees shall refrain from requiring outside vendors to pay to be included on an approved or preferred vendor/contractor list.
- E. Employees shall refrain from requesting donations of goods or services to the City.
- F. Employees shall avoid the exertion of undue influence or abuse of power.

VI. CONFLICT OF INTEREST IN PROCUREMENT

- A. Employees shall avoid all potential or actual conflicts of interest to ensure that all procurement decisions are made in an independent and impartial manner.
- B. Purchasing staff and others who regularly participate in contract activities on behalf of the City must disclose relevant financial interests as required by State

Law and by City policy and to annually review those statements in conjunction with this Policy and other ethical standards.

- C. If a possible conflict of interest is identified, it must be reported to the Department Head and reviewed and documented with the City Attorney's Office.
- D. Employees involved in a procurement selection process shall not accept, directly or indirectly, any tangible or intangible benefit valued at \$50.00 or more (including, but not limited to, money, gifts, favors, entertainment, discounts, passes, transportation, accommodation, hospitality, meals or offers of employment, etc.) from any person, firm, organization, company or corporation, that may influence or give the appearance of influencing procurement-related decisions, within six months before or after a contract award.
- E. Employees shall declare a conflict when a vendor is to be selected for contract award that employs them, or their immediate family member or partner, or is about to employ them.
- F. Employees shall, upon learning that the City is conducting or intends to conduct business with a vendor with which they, or a member of their immediate family have a financial interest, immediately disclose this real or apparent potential conflict of interest to their supervisor and refrain from all activity with respect to this vendor.
- G. Employees shall not, in the performance of their official duties, participate directly or indirectly in any matter pertaining to any contract, or subcontract, and any solicitation or proposal thereof, in which to the employee's knowledge:
 - 1. They or any member of their immediate family has a substantial financial interest;
 - 2. A business or organization in which they or any member of their immediate family has a substantial financial interest as an officer, director, trustee, partner or employee, is a party; or
 - 3. Any other person, business, or organization with whom they or a member of their immediate family is negotiating or has an agreement concerning prospective employment, is a party.

- H. Direct or indirect participation, for purposes for Section (VI)(G), shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement transaction, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- I. Employees and members of the employee's immediate family shall not enter into an agreement (contract or purchase order) with the City of Roseville, and the City shall reject all bids and proposals that are submitted by a City employee's immediate family.

VII. CONFLICT OF INTEREST CHECKLIST

- A. Employees should consider all of the following questions to determine whether a potential or actual conflict of interest exists through their participation in a proposed procurement or contract activity:
 - 1. Personal Relationships
 - a) Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with this assignment?
 - b) In your opinion, might this affect your judgment or your ability to execute this assignment in a fair and impartial manner?
 - 2. Stock and Investments
 - a) Do you own any stock in any company likely to be affected by or involved in the proposed procurement activity?
 - b) Does your spouse, domestic partner, or a dependent own any stock in any company likely to be affected by or involved in the proposed procurement activity?
 - c) Do you hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?

- d) Does your spouse, domestic partner, or a dependent hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?

3. Employment and Consulting

- a) Is your spouse, domestic partner, or a dependent employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- b) Has your spouse, domestic partner, or dependent been previously employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- c) Have you been employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?

4. Payment or Gifts

- a) Within the past 12 months, have you received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?
- b) Within the past 12 months, has your spouse, domestic partner, or a dependent received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?

5. Real Estate

- a) Do you own real property that is likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent own real property that is likely to be affected by or involved in the proposed procurement activity?

6. Positions

- a) Do you currently hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?

7. Are you aware of any facts or circumstances that might give someone the impression that your participation in this process would create a conflict of interest?

VIII. CONFIDENTIALITY DURING THE EVALUATION PROCESS

City employees, vendors, and outside evaluators who participate in the evaluation process shall not share any information about responses received and the evaluation process until the City issues a Notice of Intent to Award.

City of Roseville

Roseville Electric Utility Financial Policy

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I. PURPOSE

The purpose of Roseville Electric Utility's financial policies is to provide management guidance to maintain a fiscally sound utility.

II. BACKGROUND

Establishing financial policies assists the utility by:

1. Providing long term direction
2. Providing guidance for managing resources
3. Setting goals for rate planning
4. Maintaining and improving bond ratings and outlooks
5. Adopting metrics to measure and sustain a strong financial position.

Roseville Electric Utility uses financial ratios from these policies to analyze performance trends and compare financial results to other utilities. These ratios and benchmarks are also used by credit rating agencies, investors, and bond insurers to measure credit worthiness.

III. POLICY

The five financial policies include:

- Rate Stabilization Fund
- Debt Service Coverage Ratio
- Days Cash on Hand
- Fixed Cost Coverage
- Debt Service Reserve

1. Rate Stabilization Fund

Maintain a rate stabilization fund (contingency reserves) balance of a minimum 40% and maximum 90% of operating expenses with a target balance of 65%.

The purpose of the rate stabilization fund is to provide reserves to cover large contingencies such as fluctuation in fuel costs, while limiting or leveling out the impact of cost increases to rate payers. Reserve adequacy is reviewed carefully by rating agencies, bond insurers, and bondholders when evaluating a company's financial position.

The balance in the rate stabilization fund will fluctuate from year to year as funds are transferred into and from operations, maintaining level rates for our customers. The goal is to maintain an average target for the rate stabilization fund of 65% of the annual operating expenses, accepting a range of 40% to 90% in any fiscal year. By establishing a goal to maintain the rate stabilization fund at 65% of operating costs, Roseville Electric Utility should possess sufficient reserves available for contingencies.

2. Debt Service Coverage Ratio

Maintain an annual debt service coverage ratio of minimum 2.0. Maintain a debt service coverage requirement as required by bond covenants.

The debt service coverage ratio is one of the primary measures of a utility's financial position. This ratio calculates funds available to pay debt service and measures a utility's ability to meet its annual debt obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our annual debt obligations. The formula is (annual net revenues annual debt service obligations).

3. Days Cash on Hand

Maintain a cash balance (excluding restricted items) greater than 250 days.

Days cash on hand is an indication of how many days operating expenses could be paid before additional income is needed. It measures a utility's ability to meet its annual operating obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our operating obligations. The formula is (cash*365 / annual operating expenses - depreciation).

Restricted cash and cash held with joint powers agencies are excluded from the calculation.

4. Fixed Cost Coverage

Minimum fixed cost coverage ratio of 1.5.

Fixed cost coverage is an indication of how many times fixed costs can be paid from income. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating the utility's ability to pay fixed costs. The formula is (Net revenue – net transfers (including General Fund transfers) not included in net revenue + total debt service) / (total debt service). The debt service includes Roseville's off balance sheet debt obligation held by joint powers agencies.

5. Debt Service Reserve

Maintain a fully funded debt service reserve as required by bond covenants.

Debt service reserve ensures adequate cash is available to fund payments to bond holders. Actual cash is held by a fiscal agent and a reservation of fund balance is recorded in the financial statements. The value is set by bond covenant documents and is typically equal to one full year of debt service.

City of Roseville
Environmental Utilities Financial Management Policy

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April 2015

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1. Executive Summary

The Roseville Environmental Utilities Department (the “EUD” or the “Department”) manages the city’s water, wastewater and solid waste utilities (the “Utilities”). The Utilities are separately managed financial entities and as such, each faces different constraints and environments and must manage its finances accordingly. With this notion in mind, the Utilities developed this Financial Management Policy (the “Policy”) with the intent of giving each Utility a set of guidelines with which it can successfully and prudently manage its finances.

The Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing Reserves (previously 10% of Operating Expenses).

Specifically, the Policy sets cash flow management guidelines for both the debt holding and non-debt holding enterprises and recommends reserve levels based on each Utility’s respective risk profile. To the extent that a Utility holds public debt, the Policy establishes Debt Service Coverage (“DSC”) targets to ensure the Utility’s ability to meet both its operating and debt service obligations; otherwise, the Policy recommends managing cash flow by targeting an Operating Ratio (Operating Income divided by Operating Expenses). The Policy then sets recommends reserve levels in order to help the Utilities manage exposure to operating risks, critical failures, and rate volatility. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from their prescribed targets.

2. Introduction

The Utilities are publicly-owned community assets for the City of Roseville (“Roseville” or the “City”) that provide safe, reliable, competitively-priced water, wastewater, solid waste, and recycled water services to all of their customers. The Utilities prepared the Policy with the intent of establishing guidelines for managing the financial profiles of each Utility.¹

The Policy is divided into six sections: Purpose, Defining Financial Strength, Enterprise Fund Fees and Rates, Rehabilitation Funds, Recommended Debt Service Coverage and Operating Ratio Policies, Recommended Reserve Policies, and Interaction between Coverage and Reserves.

It is intended that to maintain relevance, the Utilities will revisit the Policy periodically if there is a material change in risk exposures or conditions.

¹The Policy focuses on the Water, Wastewater, and Solid Waste Utilities as the Recycled Water Utility does not keep independent financial records but is currently part of the Wastewater Utility.

3. Purpose

The purpose of this Financial Management Policy is to provide a set of guidelines for prudently managing the financial profiles of the Utilities. In practice, this Policy will discipline the budgeting and rate setting practices, establish guidelines to improve the financial health of each Utility over the long term, and seek to balance the need for capacity growth while maintaining competitively low rates.

Like all enterprises, the Utilities manage cash flow to cover expenditures and hold reserves to address anticipated and unanticipated funding requirements.

The Policy is based upon the understanding that the following factors are important and should serve as the relevant goals of the Policy. These goals establish that each Utility should:

1. Manage rates to avoid significant year-over-year rate adjustments.
2. Strive to maintain and invest in its respective system.
3. Maintain reserves for financial exposures.
4. Cost-effectively obtain funds to maintain and invest in its respective system.

The Policy is further intended to offer the Roseville City Council (the “City Council”) guiding directives to staff for decisions and recommendations related to the financial profile of each Utility.

The Policy is not prescriptive in terms of how the Utilities set rates; however, there is a nexus between the rates that each Utility charges and its respective financial profile. While the Policy attempts to recognize the balance between each enterprise’s risk management, financial risk management and rate setting, the Policy cannot resolve conflicts between competing objectives and so it instead provides guidelines for the financial management of each Utility to be considered by the City Council and staff in coordination with other considerations.

4. Defining Financial Strength and Credit Considerations

The Utilities’ businesses are subject to a number of significant environmental, market, and regulatory considerations on national, state, and local levels. The determination of financial strength is subjective, but it ultimately relates to the expectation that the Utilities can continue to meet their primary financial goals in the context of the macro considerations that each Utility faces.

Anticipated and Unanticipated Financial Considerations

One characteristic of financial strength is the ability to prepare for anticipated events and obligations including, but not limited to:

- Operation and maintenance expenses (O&M).
- Debt service payments.
- Exposure to weather related events such as droughts.
- Response to existing or impending regulations.

Another characteristic of financial strength is the ability to address unanticipated considerations including, but not limited to:

- Unanticipated general reduction in customer demand.
- One or more operational events (natural disaster or other events including force majeure, etc.) that could dramatically increase costs or reduce resource options, the loss of one or more large customers.
- Market disruption that increases the cost of borrowed funds.
- Counterparty's inability to perform on a contract.
- Change in regulatory or environmental regulations.
- Unanticipated increase in compensation costs.

While such considerations are by nature, unanticipated, the Policy recognizes that the financial strength of each Utility is at least partially related to the ability to address such considerations should they arise.

Ratings as Indicators of Financial Strength

While credit ratings are important yardstick indicators of financial strength, the Policy is not focused on maintaining credit ratings but rather the overall financial strength of the Utilities as only some of the Utilities have or will have ratings. It is expected, however, that by following the guidelines of the Policy, the Utilities will maintain strong credit ratings.

Specifically, it is expected that the Water Utility will be able to maintain A+ category ratings and will be able to make a strong case for AA- category ratings while the Wastewater Utility will be able to support the South Placer Wastewater Authority ("SPWA") in maintaining A or higher, category ratings. SPWA issues debt on behalf of the City of Roseville, Placer County and South Placer Municipal Utility District for regional wastewater treatment facilities to be used by these agencies.

5. Enterprise Fund Rates and Fees

Environmental Utilities are 100% self-sufficient. The primary revenue streams for the Utilities are rates and fees established by the City Council. This Policy identifies the manner in which rates and fees are set and the extent to which they cover the cost of services provided. A revenue system that requires the identification of both the cost of the programs and the portions of the cost that will be recovered through those revenues allow the Department and its utility customers to develop a better understanding of the cost of services and to consider the appropriateness of established rates and fees.

Policy

The City will set rates and fees at levels related to cover the reasonable cost of providing services which includes direct and indirect costs such as operating and maintenance, overhead, infrastructure rehabilitation, and debt service. The Department will review these rates and fees annually in the budget process and will recommend rates that are expected to produce revenues sufficient to fully fund the reasonable costs of providing services. Further,

- All rates and fees shall be adopted in accordance with the provisions of Prop 218 and AB1600.
- The City will examine utility rates through the cost of service process every two years or as otherwise determined in an effort to avoid the rate shock that occurs when rates are evaluated less frequently.
- Revenue and expenses will be projected using conservatism.
- Revenue requirements will be based on long-term planning objectives.

During the rate and fee setting process, the City will consider the rates and fees of other agencies as comparing the City's rates and fees to other agencies' provides useful background information because:

- Other agencies' rates and fees reflect in some ways the current "market's" rates for similar services provided by the Utilities and can assist the City is assessing the reasonableness of proposed rate and fee changes.
- They can serve as a benchmark for how cost-effectively the Utilities are providing their services.

Rates and fee comparisons, however, should never be the sole or primary criteria used in the City's rate and fee setting process. The City should also place under consideration:

- What level of cost recovery is the rate and/or fee intended to achieve?
- What costs are considered in the computation of rates and fees?
- Timing: When was the last time the other agencies' fees were comprehensively evaluated?

- What level of service do the other agencies provide compared to the City's?
- Are other agencies' rate structures significantly different than the City's and what is each entities' rate structure intended to achieve?

6. Rehabilitation Funds

The Utilities have established Water, Wastewater and Solid Waste Rehabilitation Funds (the "Rehabilitation Funds". The Water and Wastewater Rehabilitation Funds administer the capital rehabilitation and replacement of existing infrastructure assets. Solid Waste Rehabilitation Funds are used for the rehabilitation and replacement of bins and cans.

Policy

Sources of Revenue

The primary source of revenue for the Rehabilitation Funds is Utility rates. City Council adopted Utility rate schedules include an amount for the rehabilitation or replacement of infrastructure assets or capital assets for each utility. The rates are collected in the Operations Funds and transferred to the Rehabilitation Funds.

The Wastewater Rehabilitation Fund also includes local wastewater connection fees. These fees are collected for the specific purpose of purchasing and/or replacing capital equipment required for the maintenance of wastewater facilities. Other sources of revenue for the Wastewater Rehabilitation Fund include:

- Interest earned on unexpended funds or reserves that will remain in the Rehabilitation Funds and be available for approved expenditures.
- Any grant, loan, or other source of revenue obtained for the purpose of capital rehabilitation or replacement or infrastructure assets will be included in the Rehabilitation Fund, made available for approved expenditures, and accounted for as required by the grant, loan, or other source.

Expenditures

Rehabilitation Funds may only be used for Water and Wastewater infrastructure asset or Solid Waste capital asset capital rehabilitation or replacement expenditures. These expenditures:

- Must serve the purpose of benefiting the existing Water, Wastewater, or Solid Waste Utility customers.
- Must be approved by City Council.
- Must be included in the Rehabilitation Plan unless needed for unanticipated utility emergency purposes.

- May include updates necessary to comply with changes to regulatory requirements.
- Must be necessary to maintain the existing level of service which may include technological advancements.
- Must not increase capacity or conduct improvements beyond the scope described above.
- May be approved to pay for the respective utilities' debt service.
- If incurred in conjunction with an outside source of revenue (i.e. grant), must be accounted for as required by the outside revenue source.

Investments

Investments must be made in accordance with City investment policies.

Fund Balances

The Rehabilitation Funds will be administered independent of each other and of any other funds within the Utilities or the City. Lending of funds to or from the Rehabilitation Funds must be approved by City Council, must be considered only for the benefit of the respective water, wastewater, and solid waste systems and utility funds, and only for the benefit of the respective water, wastewater, and solid waste customers. Interest will be paid at the then prevailing interest rate for city-pooled investments. Further, the majority of each Utility's Rehabilitation Fund balances should be invested or held in "liquid" assets (e.g. cash, money market accounts, treasuries, etc.) in order to ensure that immediate rehabilitation expenses can be met in a timely manner. Lending from the Rehabilitation funds will only be considered if they do not conflict with planned capital plan needs over the horizon of the repayment period.

Assessment of Capital Plan

The water and wastewater capital rehabilitation and replacement needs will be reevaluated periodically. Items to be considered include, but are not limited to:

- Asset lifetimes by class of asset
- Inflation rates for both operating and capital costs
- Unit costs for asset replacement
- Fund interest yield rates
- Condition, criticality, and operational usefulness of assets
- Desired levels of service
- Consequences when desired levels are not met
- Risk of asset failure and level of acceptable risk of failure
- Measurements of various asset attributes that indicate how well an asset performs

The amounts transferred from Operation Funds to Rehabilitation Funds will be adjusted as necessary to reflect changes in the rehabilitation and replacement funding requirements. The impact of such adjustments on utility rates will also be analyzed to determine if an adjustment to water, wastewater, or solid waste utility rates is necessary.

Roseville Public Utilities Commission

The Roseville Public Utilities Commission will provide recommendations on the implementation of these policies, as appropriate, consistent with their role as an advisory body to the Roseville City Council.

Rehabilitation Fund Policy Review

The Rehabilitation Fund Policies designate a reassessment of the policies from time to time to determine if any changes are necessary. Any changes must be approved by the City Council.

7. Recommended Debt Service Coverage and Operating Ratio Policies

This Policy recommends managing funds primarily to Debt Service Coverage (“DSC”) or Operating Ratios while maintaining a focus on reserves as well in order to meet each Utility’s management goals.

Policy

A practical minimum DSC is 1.00x without reserves because at 1.00x, the Utilities are paying operating costs and debt service on a cash flow basis. There are, however, below the line cash outflows that should also be considered.

Direct Debt Service Coverage and Operating Ratio Policy

This Policy recommends the Water and Wastewater Utilities maintain DSC of 1.80x. This level maintains a cushion above the bond covenant requirement of 1.10x for the Wastewater Utility and 1.20x for the Water Utility. At 1.80x DSC, the Water and Wastewater Utilities can reliably use cash flow to pay for their operations including related depreciation expenses. The 1.80x DSC would leave adequate cash funding available to invest in general system improvements; however, significant capital improvements or additions would probably have to be financed with debt. This strikes a balance between funding capital through higher rates paid by current customers and funding capital through bond financing paid by future customers.

The Solid Waste Utility has historically enjoyed stable Net Operating Revenues. Due to the lack of volatility and overall lack of depreciable assets, it is recommended that the Solid Waste Utility maintain an Operating Ratio of 1.30x. The 1.30x Operating Ratio would leave

sufficient cash funding available to invest in any necessary capital improvements on a pay-go basis.

Using Reserves to Meet Coverage

The Policy recommends that the Utilities calculate DSC and Operating Ratios without Reserves and without accounting for Rate Stabilization Fund draws. The use of rolling coverage in calculating DSC is very useful for legal compliance purposes but it is not recommended for operating and financial management purposes as it may give an inaccurate depiction of financial health.

8. Recommended Reserve Policy

Reserves are important to the Utilities because they help to:

- Ensure cash exists for the timely payment of bills.
- Maintain the short-term and long-term financial health of each Utility.
- Maintain stable rates for customers.
- Fund unanticipated cost contingencies.
- Ensure funds exist for system improvements.
- Act as a significant factor in bond ratings.
- Identify when financing should be procured.
- Identify the need for rate actions.

Policy

The most common approach to sizing Reserves is by number of days of expenses. Water and wastewater utilities of about equivalent size to the City of Roseville Water and Wastewater Utilities typically have reserves of at least 250 days. Reserves of approximately 365 Days' Cash would be more typical for AA-/A+ category rated utilities and would be more appropriate to match the risks that the Water and Wastewater Utilities manage. It is recommended that the Solid Waste Utility maintain Days' Cash of approximately 90 days for the reasons described below.

Operating Risk Management

The Utilities use reserves to handle fluctuations and adjustments in every day expenses. It is recommended that each Utility maintains approximately 90 days' worth of Operating Expenses as one subcomponent of the Reserves. Such reserves would, amongst other things, be intended to cover timing issues with regard to payments, fluctuations in purchased water costs, and other operational issues. In consideration of these fluctuations in cost and cash requirement, 90 Days' Cash for regular operation management is a modest first component of the recommended Reserves.

System Critical Failure

Each Utility should consider maintaining a portion of the Reserves that is for a single emergency event (e.g. treatment facility closure, conveyance disruption, etc.). In total, it is recommended that the Reserves set aside for system critical failure be equivalent to approximately 1.0 - 2.0% of the Capital Assets belonging to each respective Utility. Due to the lack of Capital Assets possessed by the Solid Waste Utility, it is not recommended that the Solid Waste Utility keep any reserves for the event of a system critical failure. This component of the Reserves may be forgone if it is determined that each Utility's exposure to critical failures is adequately covered through insurance.

Rate Stabilization

In addition to addressing operating and maintenance issues, Reserves serve two other important purposes:

1. Reserves act as a shock absorber for ratepayers.
2. Reserves offer security to each Utility's debt holders. If an unusual financial or operating event leaves a Utility short of cash, Reserves can be used to avoid an immediate increase in rates to cover the shortfall.

Keeping some Reserves for rate stabilization would allow the Utilities to ensure that under virtually no circumstance would an Event of Default situation occur within a single year, and that the City Council would have the year to contemplate ways to prevent investors from enforcing rate actions on the Utilities' customers.

For such reasons, it is advisable that the Water and Wastewater Utilities target Reserves sized for rate stabilization at approximately 50% of annual operating expenses or roughly 180 Days' Cash.

Because the Solid Waste Utility does not hold any debt and has historically experienced very stable net revenues, it is recommended that the Solid Waste Utility not hold any reserves for the purpose of rate stabilization.

Other Uses for Reserves

The aforementioned categories are those that most clearly merit the allocation of Reserves but are by no means the only categories of financial exposure that the Utilities could manage with Reserves. For instance, the Utilities have significant Pension and Other Post-Employment Benefit liabilities that could generate a cash requirement. Further, to the extent that the Solid Waste Utility faces fees for the closure of a landfill or similar occurrence, it may be prudent to hold additional reserves for such an event. Other risk categories such as interest rate exposure are relatively small and do not need to be reserved for separately, but are real risks that could potentially be managed with Reserves.

Reserve Policy Summary

These recommendations would suggest that the following would be the appropriate Reserve levels for each Utility:

- Operating Risk Management: 90 Days' Cash
- System Critical Failure (Water and Wastewater Only): 1.0 - 2.0% of Capital Assets
- Rate Stabilization (Water and Wastewater only): ~180 Days' Cash
- Total Reserves: ~270 Days' Cash plus 1.0 - 2.0% of Capital Assets (Water and Wastewater); 90 Days' Cash (Solid Waste)

While these areas of consideration were evaluated in order to conceptualize the appropriate size of the Reserves, each Utility intends to maintain a single Reserve without separate buckets. These Reserve allocations are neither abnormally high nor low for industry standards. Each component of the Reserves is sized at less than the maximum possible exposure for each component because there is a recognition that it is unlikely several of the risks each Utility faces would materialize simultaneously.

Building and Drawing Upon Reserves

The Water and Wastewater Utilities are targeting Reserves of about 270 Days' Cash plus 1.0 - 2.0% of Capital Assets while the Solid Waste Utility is targeting 90 Days' Cash, however, there is no intention of setting rates to maintain Reserves equal to the levels prescribed above. The purpose of Reserves is to address the financial impacts of revenue and expense fluctuations and unanticipated events. Excess reserves can be used for several financial imperatives including but not limited to: financing capital improvements on a pay-go basis, paying down existing debt, or lowering rates. The general philosophy of the proposed range is that the Water and Wastewater Utilities should target 270 Days' Cash plus 1.0 - 2.0% of Capital Assets and the Solid Waste Utility should target reserves of 90 Days' Cash. Each of the Utilities should limit reserves to 130% of the respective reserve targets. Each Utility's Reserves would increase or decrease depending upon many factors for a given year; however, to the extent that each Utility achieves its DSC or Operating Ratio Policy targets, Reserves would remain fairly stable. Reserves would increase or decrease under the following conditions:

- Net Revenues Available for Debt Service are higher or lower than budgeted/projected as a result of higher or lower Revenues and Expenses
- Debt Service is higher or lower than budgeted/projected
- Capital investment in the system from Net Revenues is higher or lower than budgeted/projected
- Debt issued for capital investment is greater or less than budgeted/projected

9. Interaction Between Coverage and Ratios, Reserves, and Rates

For reasons described in the sections above, the Policy prescribed specific targets for DSC and Operating Ratios and Reserves. However, the Policy anticipates that in practice there is a range of acceptable results and a balance between cash flow and reserve levels is warranted.

A rate increase should be considered by the City Council if any of the following conditions (the “Rate Increase Conditions”) are projected in the five-year forecast:

- DSC without Reserves will be less than 1.80x
- Operating Ratios (Solid Waste Only) without Reserves will be less than 1.30x
- Any rate increase would be greater than six percent
- A major expenditure is expected

Rate increases indicated by the above conditions that would exceed six percent in any one year can be spread over multiple years.

No rate increase for the purpose of increasing reserves or DSC should be considered if DSC or Operating Ratios without Reserves are above their respective targeted levels and Reserves are projected to be greater than the targeted levels of 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for the Water and Wastewater Utilities and 90 Days’ Cash for the Solid Waste Utility.

Lastly, it is important to note that recommendations in the Policy are associated with projected financial conditions for the Fiscal Year End of future years. Actual results will vary based on weather, market conditions, etc. In addition, Reserves and cash flow may be more or less robust within a Fiscal Year, relative to the Fiscal Year End but considering such fluctuations within a year would overly complicate monitoring with only marginal benefit.

10. Conclusion

The Policy was drafted with the intent of providing guiding directives to the Utilities’ management and staff for decisions and recommendations related to each Utility’s financial profile.

The Policy is a fairly incremental change from existing policies. Specifically, the Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and adjusts targets for sizing Reserves (previously 40% of Operating Expenses).

In its most abbreviated form, the Policy targets 1.80x DSC without Reserves for the Water and Wastewater Utilities and an Operating Ratio of 1.30x for the Solid Waste Utility. It targets Unrestricted Reserves sized at 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for

the Water and Wastewater Utilities and 90 Days' Cash for the Solid Waste Utility and establishes tolerable maximums. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from the targets. The table below summarizes the policy targets described above.

Summary of Policy Targets			
Utility	Water	Wastewater	Solid Waste
Debt Service Coverage or Operating Ratio (x)	1.80 DSC	1.80 DSC	1.30
Reserves (Days' Cash)			
Operating Risk Management	90	90	90
System Critical Failure (% of Capital Assets)	1-2%	1-2%	0%
Rate Stabilization	180	180	0
Total	270 + 1-2% of Capital Assets	270 + 1-2% of Capital Assets	90

The Policy is intended to be revisited and updated periodically if there are material changes in the risk exposures or conditions each Utility faces.

Finally, and perhaps most importantly, the Policy is ultimately intended to serve as a guide and it in no way restricts the ability of the City Council to review proposed rate actions, debt issuances, or other actions of substance to each Utility.

Appendix I –Peer Water Utility Financial Management Results

Peer Water Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Sacramento ²	Yuba City
Ratings (M/S/F)	-/AA/-	-/AA-/AA-	-/A+/AA-
Revenues/Expenses			
Operating Revenues	\$18,423,339	\$94,382,000	\$11,794,764
Operating Expenses (Excluding Depreciation)	\$13,245,963	\$43,215,000	\$4,815,664
Net Operating Revenue	\$5,177,376	\$51,167,000	\$6,979,100
Non-Operating Revenue (Expenses)	\$1,074,049	(\$4,373,000)	\$2,468,918
Net Revenue Available for Debt Service ³	\$6,515,804	\$46,794,000	\$5,204,350
Depreciation & Amortization	\$3,457,758	\$16,951,000	\$4,718,299
Net Revenue after Depreciation & Amortization	\$2,793,667	\$29,843,000	\$4,729,719
Cash			
Unrestricted ⁴	\$23,402,105	\$71,087,000	\$14,543,831
Days' Cash on Hand	645	600	1,102
Debt			
Total Debt Outstanding	\$5,925,956	\$399,134,612	\$50,214,569
Annual Debt Service	\$1,091,335	\$11,279,000	\$2,915,149
Debt Service Coverage (Operating)	5.97x	4.15x	1.79x
Debt Service Coverage	4.74x	4.54x	2.39x

¹Issues debt through the Redding Joint Powers Financing Authority

² City of Sacramento reports data rounded to the nearest thousand

³If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

⁴Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Sacramento, and Yuba City comprehensive annual financial reports

Appendix II –Peer Wastewater Utility Financial Management Results

Peer Wastewater Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Stockton	City of Vacaville
Ratings (M/S/F)	-/AA/-	Ba1/-/A-	-/-/-
Revenues/Expenses			
Operating Revenues	\$22,720,092	\$59,953,318	\$32,219,462
Operating Expenses (Excluding Depreciation)	\$12,527,074	\$40,172,822	\$18,603,458
Net Operating Revenue	\$10,193,018	\$19,780,496	\$13,616,004
Non-Operating Revenue (Expenses)	(\$175,350)	(\$3,662,856)	(\$662,109)
Net Revenue Available for Debt Service ²	\$11,645,032	\$21,057,331	\$12,953,895
Depreciation & Amortization	\$5,924,400	\$11,161,304	\$5,367,829
Net Revenue after Depreciation & Amortization	\$4,093,268	\$4,956,336	\$7,586,066
Cash			
Unrestricted ³	\$20,151,993	\$38,576,321	\$61,918,880
Days' Cash on Hand	587	350	1,215
Debt			
Total Debt Outstanding	\$91,119,042	\$81,270,000	\$168,768,665
Annual Debt Service	\$8,117,463	\$7,373,138	\$8,557,860
Debt Service Coverage (Operating)	1.26x	2.68x	1.59x
Debt Service Coverage	1.43x	2.86x	1.51x

¹Issues debt through the Redding Joint Powers Financing Authority

²If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

³Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Stockton, and City of Vacaville comprehensive annual financial reports

City of Roseville Financial Policies



Effective July 1, 202⁴³

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City of Roseville Investment Policy

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I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

The investment policies and practices of the City of Roseville (City) are based on state law and prudent money management. All funds will be invested in accordance with this investment policy and Article 2 of Chapter 4 of the California Government Code. This policy is in compliance with the provisions of the California Government Code, Sections 53600 through 53659, and the authority governing investments for municipal governments.

II. SCOPE

The investment policy applies to all financial assets of the City as accounted for in the ~~Comprehensive~~ Annual Comprehensive Financial Report (~~CAFR~~ACFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City's Assistant City Manager/Chief Financial Officer's span of control unless specifically exempted by statute or ordinance.

Proceeds of debt issuance shall be invested in accordance with the permitted investment provisions of their specific bond indentures. If, in the opinion of the City's Assistant City Manager/Chief Financial Officer, matching the segregated investment portfolio of the bond reserve fund with the maturity schedule of an individual bond issue is prudent given current economic analysis, the investment policy authorizes beyond the five-year maturity limitation as outlined in this document. The intent to invest in securities with longer maturities shall be disclosed in the permitted investment language authorized by the City Council in an indenture of trust.

~~The This~~ policy does not cover funds held by the California Public Employees Retirement System, nor funds of the City's Deferred~~deferred Compensation~~compensation program ~~or the~~ Other Post Employment Benefit Trust or the Pension Trust.

III. PRUDENCE

The standard of care to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the City shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. City investments shall be undertaken in a manner that seeks to ensure preservation of Capital in the portfolio. To further achieve the safety objective, the amount invested in all investment categories is limited to a percentage of the portfolio as defined in the section "VIII. PERMITTED INVESTMENT INSTRUMENTS".

B. Liquidity

The investment portfolio of the City will remain sufficiently liquid to enable the City to meet its cash flow requirements.

C. Return on Investment

The investment portfolio of the City shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

V. DELEGATION OF AUTHORITY

The City Council hereby delegates management responsibility of the investment program to the Assistant City Manager/Chief Financial Officer. The Assistant City Manager/Chief Financial Officer shall be responsible for all transactions undertaken and shall establish

a system of controls to regulate the activities of subordinate officials. The Assistant City Manager/Chief Financial Officer may delegate investment decision making and execution to the Controller in absence of the Assistant City Manager/Chief Financial Officer. No person may engage in an investment transaction except as provided under the limits of this policy unless specifically exempted by statute or ordinance.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Assistant City Manager/Chief Financial Officer and/or his/her designee will maintain a list of approved financial institutions authorized to provide investment services to the City in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. A determination should be made to ~~insure~~[confirm](#) that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the Public Agency. The firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Assistant City Manager/Chief Financial Officer with a completed broker/dealer questionnaire and certification of having read the City’s investment policy. In addition, broker/dealers must certify annually of having read the City’s investment policy.

VIII. PERMITTED INVESTMENT INSTRUCTIONS

The City shall limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- A. **U.S. Treasury obligations** for which the full faith and credit of the United States are pledged for the payment of principal and interest. Up to 100% of the City’s investment portfolio may be invested in government obligations.
- B. **Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States

government-sponsored enterprises. This shall include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 20% of the City's surplus money; all other investments in Federal Agency securities are unrestricted.

- C. **Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency, provided that the obligations are rated in one of the two highest categories by a nationally recognized statistical-rating organization (NRSRO). Up to 100% of the City's investment portfolio may be invested in California municipal obligations.
- D. **Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of these states.
- E. **Repurchase Agreements** used solely as short-term investments not to exceed 30 days. Up to 100% of the City's investment portfolio may be invested in repurchase agreements.

The following collateral restrictions will be observed:

- 1. Only U.S. Treasury securities or Federal Agency securities, as described in section VIII. PERMITTED INVESTMENT INSTRUMENTS, paragraph (A) and (B) will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank by book entry, physical delivery, or by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.
- 2. Market value must be calculated each time there is a substitution of collateral.
- 3. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

4. The City may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.
5. The City will have specific written agreements with each firm with which it enters into Repurchase Agreements.
6. Reverse repurchase agreements will not be allowed.

- F. **Banker's Acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

Purchases of Banker's Acceptances may not exceed 180 days maturity or 40% of the City's investment portfolio.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in section "VIII. PERMITTED INVESTMENT INSTRUMENTS", paragraph (G1) or (G2).

1. The entity meets the following criteria:
 - a. Is organized and operating in the United States as a general corporation.
 - b. Has total assets in excess of five hundred million dollars (\$500,000,000).
 - c. Has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
2. The entity meets the following criteria:
 - a. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - b. Has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond.
 - c. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 40% of the City's investment portfolio.

- H. **Medium-term corporate notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service.

Purchase of medium-term corporate notes may not exceed 30% of the City's investment portfolio.

- I. **FDIC insured or fully collateralized time certificates of deposit.** Purchases of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.
- J. **Negotiable certificates of deposit or deposit notes** issued by a nationally or state-chartered bank, a state or federal savings and loan association, a state or federal credit union, or a federally-licensed or state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated "A" or better by an NRSRO.

The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency or any person with investment decision making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposits.

All certificates of deposit must be properly collateralized in accordance with Section 53652 of the California Government Code or fully insured by the Federal Deposit Insurance Corporation (FDIC).

Purchase of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30% of the City's investment portfolio.

K. **State of California's Local Agency Investment Fund**

The Local Agency Investment Fund (LAIF) portfolio should be reviewed periodically. Investment in LAIF may not exceed the legally authorized limits.

L. **Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission** under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of the City's investment portfolio. Further, no more than 10% of the City's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

M. **Shares in a California common law trust** established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California that invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended. Up to 100% of the City's investment portfolio may be invested in this investment type.

N. **Supranationals** are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA-", its equivalent, or better by an NRSRO.

Purchases of supranationals shall not exceed 30% of the investment portfolio of the City. Supranationals are permitted by California Government Code § 53601 (q) effective January 1, 2015.

- O. **A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment leased-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.** Securities [issued by private companies](#) eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. [Securities issued or guaranteed by the United States, a federal agency or United States government-sponsored enterprise are not subject to the limitations placed on privately issued securities.](#) No more than 20% of the City's surplus funds may be invested in this type of security.

Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased. If an investment falls below the minimum purchase rating, the Investment Review Committee will perform a timely review to sell or hold the investment.

P. **Prohibited Investments**

For purposes of this policy, a derivative is defined as any security where the value is linked to or derived from an underlying asset or benchmark. Any security type or structure not specifically approved by this policy is hereby specifically prohibited. The City will not use such derivatives as range notes, dual index notes, inverse floating rate notes, deleveraged notes, or notes linked to lagging indices or to long term indices, nor will the City invest in reverse repurchase agreements or interest-only strips derived from a pool of mortgages. The City will not invest in securities that could result in zero or negative interest accrual if held to maturity, except, in the event of, and for the duration of, a period of negative market interest rates, securities issued by, or backed by, the U.S. Government to preserve principal. This policy does not preclude the use of repurchase agreements and callable securities, as they do not fall within the definition of a derivative as described herein.

Summary of Maximum Percentage Limitations of Investments by Investment Type

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality at Time of Purchase	Maximum Percentage Allowed	Maximum Investment In One Issuer
U.S. Treasury Obligations	5 Years	None	None	None
U.S. Agency Securities	5 Years	None	None	None
Forward Delivery Agreements	N/A	A	None	None
Local Agency Bonds	5 Years	None	None	None
Repurchase Agreements	30 days	None	None	None
Bankers' Acceptances	180 days	None	40%	30%
Commercial Paper	270 days	A-1	40%	10%
Medium-Term Notes	5 Years	A	30%	10%
Collateralized Time Deposits	5 Years	None	30%	None
Negotiable Certificates of Deposit	5 Years	A	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None	LAIF limit
Insured Saving Accounts	N/A	None	None	None
Money Market Mutual Funds	N/A	None	20%	10%
Shares in a California Common Law Trust	N/A	None	None	None
Interest Rate Swaps	N/A	None	None	None
Supranationals	5 Years	AA-	30%	None
Mortgage Pass-Through Securities	5 Years	AA	20%	None

IX. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Permitted Investments at the time of purchase. Because some securities may not comply subsequent to the date of purchase, the Assistant City Manager/Chief Financial Officer shall at least annually review the portfolio to identify those securities that do not comply. The Assistant City Manager/Chief Financial Officer shall report major and critical incidences of noncompliance identified through the review of the portfolio.

The Investment Review Committee will meet at least quarterly to discuss the investments in the City's portfolios.

X. INVESTMENT POOLS

A thorough investigation of any investment pool is required prior to investing and should be monitored on an ongoing basis. The following information should be obtained and analyzed.

- A. A description of eligible of investment securities.
- B. A written statement of investment policies and objectives.
- C. A description of interest calculations and their distribution, and the treatment of gains and losses.
- D. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- E. A description of who may invest in the program, how often, and what size of deposits and withdraws are allowed.

XI. COLLATERALIZATION

Collateral for Non-negotiable Certificates of Deposit and Negotiable Certificates of Deposit must comply with California Government Code section 53652. In addition, if the Certificate of Deposit is not FDIC insured, collateral is required equal to 110% of principal.

XII. SAFEKEEPING AND CUSTODY

The City shall take from such financial institution a receipt for securities so deposited. All security transactions, including collateral for repurchase agreements, entered into the City shall be conducted on a delivery-versus-payment (DVP) basis pursuant to the approved custodial safekeeping agreements. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the Assistant City Manager/Chief Financial Officer of the City; the Assistant City Manager/Chief Financial Officer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the Assistant City Manager/Chief Financial Officer.

XIII. DIVERSIFICATION

The City's investment pool will be diversified to avoid incurring unreasonable and avoidable risks. The investments will be diversified by security type, maturities of those investments, and institutions in which those investments are made.

XIV. MAXIMUM MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled ~~so as to~~ permit the City to meet all projected obligations while minimizing interest rate risk and maximizing earnings. Unless specified below, the maximum maturity will be no more than five years from purchase settlement date to final maturity date.

City Council has granted permission to invest the following fund accounts where liquidity is not the primary investment objective, in Federal Treasury or Agency securities with maturities up to ten years. The specified fund accounts include:

- The City's Pooled Fund, limited to 25% of the total pool
- Citizens' Benefit Trust
- North Central Wetlands Endowment
- Aquatics Complex Maintenance
- Woodcreek West Endowment

XV. INTERNAL CONTROLS

The Assistant City Manager/Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, fraud or misuse. An analysis by an external independent accounting firm shall be conducted annually to review internal controls, account activity, and compliance with the investment policies.

XVI. PERFORMANCE BENCHMARK

The investment portfolio will be designed to obtain a market rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The Investment Review Committee has elected to use for its performance standard the Constant Maturity Treasury (CMT) Index. For the Pooled Portfolio, the 12 month moving average yield on 3Yr CMT will be used and for Citizens' Benefit Trust portfolio, the 12 month moving average yield on 5Yr CMT will be used. All other City portfolios will follow the 2Yr CMT.

XVII. REPORTING REQUIREMENTS

The Assistant City Manager/Chief Financial Officer shall submit monthly investment reports to the City Manager and make these reports available to the City Council in the Finance Department office. The reports shall include, at a minimum, the following information for each individual investment:

- Description of investment instrument
- Issuer name
- Yield on cost
- Purchase date
- Maturity date
- Book value
- Par value
- Current market value
- Transaction activity
- Interest earnings summary

XVIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution by the City Council. The policy shall be reviewed annually by the Assistant City Manager/Chief Financial Officer and/or his/her designee and any modifications made thereto must be approved by the City Council.

XIX. GLOSSARY

Agencies - Federal agency and instrumentality securities.

Asked - The price at which securities are offered.

Bid - The price offered by a buyer of securities (when one sells securities, one asks for a bid). See "Offer".

Benchmark - A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker-Dealer – a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Certificate of Deposit (CD) – A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

Collateral – Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Custody – Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer’s securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment –A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or custodian. It ensures that securities are deposited in an eligible financial institution prior to the release of funds. Securities should be held by a third-party custodian as evidenced by safekeeping receipts.

Diversification – Dividing investment funds among a variety of securities offering independent returns.

Federal Agency Obligation – A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Investment Review Committee –The investment review committee consists of the City Manager, Assistant City Manager/Chief Financial Officer and members of the Finance Department.

Liquidity – An investment that can be converted easily and rapidly into cash without a substantial loss of value.

Local Agency Investment Fund (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value – The price at which a security is trading and could presumably be purchased or sold on a specific date.

Maturity – The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Fund – a type of safe investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must maintain a stable net asset value (NAV) of \$1 per share.

Offer - The price asked by a seller of securities (when one buys securities, one asks for an offer). See “Asked” and “Bid”.

Portfolio – Collection of securities held by an investor.

Principal – the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Prudent Investor Standard – An investment standard that all investments should be made with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

U.S. Treasury – Government debt issued by the United States Department of the Treasury through the Bureau of the Public Debt. Treasury securities are the debt financing instruments of the United States federal government, and they are often referred to simply as Treasuries. There are four types of marketable treasury securities: Treasury bills, Treasury notes, Treasury bonds, and Treasury Inflation Protected Securities (TIPS). All of the marketable Treasury securities are very liquid and are heavily traded on the secondary market.

Yield - The rate of annual income return on an investment, expressed as a percentage.

Yield-To-Call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-To-Maturity - The current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity.

City of Roseville

Debt Management Policy

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I. INTRODUCTION

The Finance Department of the City of Roseville (the “City”) has developed this Debt Management Policy (the “Debt Policy”) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City.

While the issuance of debt is frequently an appropriate method of financing capital projects and major equipment acquisitions, such issuance must be carefully monitored to preserve the City’s credit strength and to provide the necessary flexibility to fund future capital needs.

II. SCOPE

This Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets. While adherence to the Debt Policy is desired, the City recognizes that changes in the capital markets as well as unforeseen circumstances, may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals.

The City’s Debt Policy shall be reviewed, and updated if necessary, on an annual basis. The [Assistant City Manager](#)/Chief Financial Officer (CFO), with the assistance of the General Accounting staff, shall have the responsibility and authority for structuring, implementing and managing the City’s debt and financing program, in accordance with City Council authorizations.

III. OBJECTIVES AND POLICY GOALS

The City has earned some of the highest credit ratings in the nation and as a result receives some of the lowest possible interest rates on its debt. These low interest rates result in a lower overall cost of capital to the City. This Debt Policy will assist the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining its high credit ratings, while assuming a prudent level of financial risk and preserving the City’s flexibility to finance future capital programs and requirements. Additionally, this Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other related services that will ensure that a fair and open selection process is used which provides opportunities for all qualified firms, including minority and women owned businesses.

IV. DEBT ISSUANCE

There are three general methods of issuing debt obligations, a competitive sale, negotiated sale and private placement.

A. Types of Bond Sales

1. Competitive Sale

In a competitive sale, security dealers submit bids either in a sealed bid or electronically secure process and the security dealer with the lowest True Interest Cost (TIC) and in compliance with the bid parameters is awarded the bonds.

2. Negotiated Sale

In a negotiated sale, an underwriter or underwriter syndicate is selected through a Request for Qualifications (RFQ) process or a Request for Proposal (RFP) process. The interest rate and underwriter's fee are negotiated prior to the sale, based on market conditions.

3. Private Placement/Bank Direct Purchase (BDP)

A private placement or bank direct purchase is a sale that is structured specifically for one purchaser, such as a mutual fund or a bank. BDPs are usually quicker and less expensive for municipalities than competitive or negotiated bond sales because they impose fewer requirements on the issuer. The interest rate may be a fixed or variable rate, as agreed between the issuer and purchaser. The term of the bonds may range from under 10 years to 15 years or not much longer, as agreed between the issuer and purchaser. The bonds may or may not be tax-exempt bonds for federal income tax purposes. If the CFO, or his/her designee, determines that it is in the best interest of the City from a cost or administrative standpoint, the Finance Department may negotiate financing terms with banks and financial institutions for specific borrowings.

It shall be the policy of the City to ensure the lowest risk and lowest overall interest rate to the City when issuing debt either through a competitive sale, negotiated sale or private placement, where appropriate. The City shall use the following criteria to determine whether a competitive or negotiated sale should be used.

B. Issuer Characteristics

1. Market Familiarity

A frequent issuer of a well-recognized credit such as general obligation bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

2. Credit Strength

The higher the credit quality of the bonds being issued, the more likely the bonds can be sold using a competitive sale due to the high demand for high quality municipal bonds. High quality credits fare well in competitive sales.

3. Policy Goals

A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the CFO concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, then a negotiated sale will be required. However, if the CFO selects the negotiated sale solely for policy reasons then the specific rationale and criteria for selection should clearly be specified.

C. Financing Characteristics

1. Type of Debt Instrument

The market favors familiar debt instruments such as general obligation bonds backed by the full faith and credit of the City. New credit types may require an education process that is more conducive to a negotiated sale until the market becomes comfortable with the credit.

2. Issue Size

The size of the bond sale will influence both investor interest in the bonds and the market's ability to absorb the bonds. In general if the bond sale is too small or too large, a negotiated sale may be necessary. A small sale may require greater marketing to garner investor interest while a

large sale may be difficult for the market to absorb without the presale activity available in the negotiated sale process.

3. Market Conditions and Timing

During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Bond refundings are also often very interest rate sensitive in terms of the potential level of savings or the general feasibility of the refunding. The negotiated sale provides more flexibility in terms of the structure of the bond sale as well as the timing of the bond sale and may be more appropriate when issuing refunding bonds and when interest rates are volatile.

4. Story Bonds

Bonds that require a detailed explanation due to the complexity of the credit or the repayment of the bonds are often referred to as “Story Bonds”. Due to their complexity and the additional explanation these bonds require, an extensive pre-marketing campaign is necessary. Story Bonds often require a negotiated sale composed of an underwriting syndicate that is qualified to market the bonds in order to obtain the lowest financing cost for the City.

V. FINANCIAL SERVICE PROVIDERS

A. Selection

In connection with debt financings, financial advisors, underwriters, and other service providers will be selected from a Qualified Vendors List (QVL) developed through a periodic Request for Qualifications (RFQ) process or, for individual financings, through a Request for Proposals (RFP) process, whichever method is deemed most appropriate given the specifics of the financing. At the discretion of the CFO, contracts may be awarded on a sole source basis if it is clear that an RFQ/RFP process is not feasible or not in the best interest of the City.

For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid in the competitive sale. For negotiated sales, only those underwriters qualified under the RFQ/RFP process may be selected. Underwriters or underwriter syndicates will be selected by the CFO. The allocation of bonds among syndicate members will be at the sole discretion of the CFO with the approval of the City Manager or his/her designee.

B. Use of Independent Financial Advisors

The City will hire financial advisors who are independent. In the event the best available financial advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a financial advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the financial advisor. In general, no agreement will be permitted that would compromise the firm's ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest. Advisors must alert the CFO, in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

C. Communication/Solicitation

All financial consultants, including all investment banking firms, financial advisors, bond counsel, and other consultants hired in connection with any bond transaction will direct all communications, solicitations and questions to the CFO or his/her designee. Underwriters are reminded that under Rule G-37 of the Municipal Securities Rulemaking Board (MSRB) that a firm may be banned from providing underwriting services to the City for two years for making any political contributions to elected City officials.

VI. DEBT MANAGEMENT PROCESS – TAX STATUS

Prior to the issuance of any bonds, the Finance Department, in conjunction with bond counsel and the City Attorney's Office will evaluate the tax status of any bond sales.

A. Tax-Exempt

Interest on tax-exempt bonds is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and as a result tax-exempt bonds can be sold at a lower true interest cost than taxable bonds. The City, along with bond counsel, will evaluate all projects to be funded to assess their eligibility to be funded by tax-exempt bonds. The City will make every effort to ensure that all tax regulations are complied with to ensure the bonds maintain their tax-exempt status.

B. Taxable

Certain municipal bonds are sold as taxable bonds because they are issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve “private activity”. In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds will be used whenever a particular project has the potential for private activity or other uses that may call into question the eligibility to use tax-exempt financing.

VII. DEBT MANAGEMENT PROCESS – TYPE OF DEBT

A. Fixed Rate Debt

Longer term debt usually consists of fixed interest rates over the term of the bonds and should be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the project over more than one budget year and generally for a period not to exceed the useful life of the project being financed. In so doing, the City recognizes that future taxpayers who will benefit from the project will pay a share of its cost. Fixed rate debt provides the benefit of fixed payments during the life of the bonds and budget certainties for long-term capital planning. However, fixed rate debt is typically longer term and carries higher interest payments (assuming an upward sloping yield curve) than variable rate debt but is not subject to changes in interest rates. Fixed rate debt is the most common type of debt issued by the City.

B. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. Variable Rate Demand Notes may be issued with interest rates that “reset” daily, weekly, monthly or semiannually at the option of the City. Commercial paper is issued with a maturity of up to 270 days at the City’s option. As the commercial paper matures, it is resold by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming an upward sloping yield curve). By

accepting the risks inherent in variable interest rates, the City can take advantage of the lowest rates available in the current market.

Factors that will be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk, and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term financing to fund uncertain construction cash flow requirements. The short-term debt can be refinanced as fixed-rate, long term debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for the use of variable rate financing. Examples are the Electric, Water, and Wastewater enterprise funds.

C. Use of Alternative Debt Instruments

1. Derivative Products

The use of certain derivative products, such as swaps, swaptions and the sale of call options, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used would allow the City to issue variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, such products have unique risks that the City and its financial advisors will evaluate as per the City's Swap Policy. The current Swap Policy is included in Appendix A.

VIII. DEBT MANAGEMENT PROCESS – DEBT CAPACITY

The determination of how much indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year CIP, subject to the condition that sufficient revenues are projected to be available. Factors such as debt service coverage requirements outlined in the bond indentures, the impact on the citizens (tax rates), and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, Revenue or Certificates of Participation bonds for electric, water and wastewater bonds will consider the impact on customer utility bills. In the case of general obligation debt, State Statutes and the Constitution limit the amount of debt that a municipality can have outstanding.

IX. DEBT MANAGEMENT PROCESS – SECURITY OF DEBT

A. General Obligation (G.O.) Bonds

G.O. bonds are backed by the full-faith and credit of the City and are secured by secondary property taxes.

B. Revenue Bonds

Revenue bonds are supported solely from fees generated from specific Enterprise Funds. Accordingly, in order to preserve debt capacity and budget flexibility, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue obligations will be determined by the expected life of the project to be financed and the revenues available to repay the debt. The City's various Enterprise Funds – Electric, Water, and Wastewater issue bonds backed by revenues of the enterprise. Revenue bonds are generally issued through the Roseville Finance Authority.

C. Certificates of Participation (COP) Bonds

COP bonds are an instrument evidencing a pro rata share in a specific pledged revenue stream, usually lease payments by the issuer that are typically subject to annual appropriation. The certificate generally entitles the holder to receive a share, or participation, in the payments from a particular project. The payments are passed through the lessor to the certificate holders. The lessor typically assigns the lease and the payments to a trustee, which then distributes the payments to the certificate holders.

D. Housing Bonds

Tax-exempt housing bonds are an important source of capital, providing loans for single-family homeownership and rental housing for very-low, low and moderate-income individuals and families. The relatively low tax-exempt interest rates, combined with federal, state, and local housing assistance programs, provide the necessary subsidy to create a supply of much needed, below market interest-rate loans.

E. Community Facilities District (CFD) Bonds

CFD bonds are issued and backed entirely by a Community Facilities District established under State Statutes for the purpose of managing and financing public improvements ~~within the district boundaries~~ benefiting the property within the CFD. Any CFDs established ~~in~~ by the City are reviewed by the Finance Department, and the Finance Department will supervise the issuance of the debt on behalf of the CFD with the CFD paying all costs of issuance including administrative support. The creation of a CFD must be approved by City Council and follow a detailed legal process. Please refer to the City's Goals and Policies

Concerning Use of Mello-Roos Community Facilities Act of 1982, available on the City’s website, concerning CFD bonds.

F. Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of taxpayers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an Assessment District must be approved by City Council and follow a detailed legal process.

X. DEBT MANAGEMENT PROCESS – PURPOSE OF FINANCING

Generally, financings may be undertaken to fund new projects “new money financing” or to refund existing bonds.

A. New Money Financing

New money issues are those financings that generate funding for capital projects. These funds will be used for necessary land acquisitions, capital construction, equipment, and other items for the City. New money bond proceeds are generally not used to fund operational activities. The City also may use its commercial paper programs to provide interim new money funding. The commercial paper notes are retired upon receipt of bond proceeds from a long-term fixed rate financing.

B. Refunding Bonds

A periodic review of the City’s outstanding debt will be undertaken by the Finance Department to determine refunding opportunities.

Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce overall debt service. Alternatively, some refundings are undertaken for reasons other than to achieve cost savings, such as to restructure debt service payments, to change the type of debt instruments being used, or to eliminate undesirable covenants.

In any event, a present value savings analysis must be prepared that identifies the economic effects of any refunding being considered by the City. The savings from any particular refunding candidate shall generally be at least 5% of the refunded par amount, net of all transaction expenses. This 5% savings target may

be waived by the CFO, or his/her designee, upon a finding that such a refunding is in the City's best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

XI. DEBT MANAGEMENT PROCESS - CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for all categories of short- and long-term debt. The City will not issue bonds that do not carry investment grade ratings, [except for CFD and Special Assessment bonds](#).

A. Rating Agency Relationships

The CFO, or his/her designee, shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

B. Use of Rating Agencies

The City may obtain a rating from at least one nationally recognized rating agency on all new bond issues being sold in the public market. The CFO, or his/her designee, shall determine whether or not any additional ratings will be requested on a particular financing. The CFO, or his/her designee, shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement, are permissible, if warranted by the circumstances and approved by the CFO, or his/her designee.

The City and/or the financing team shall notify the rating agencies by telephone or through written correspondence when the City anticipates issuing bonds. Bond documentation shall be sent several weeks prior to the bond sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the CFO, or his/her designee, such a meeting is in the best interest of the City in order to obtain the highest possible credit rating.

The City shall make every reasonable effort to maintain or improve its high quality credit ratings.

The City may request an underlying rating and an insured rating on all bond issues utilizing bond insurance.

The City shall submit its audited ~~comprehensive~~ annual comprehensive financial report to all rating agencies utilized by the City.

XII. DEBT MANAGEMENT PROCESS – CREDIT ENHANCEMENT

Although the City has high credit ratings, credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain bonds may be financially beneficial. Bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

A. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular bond maturity or entire issue. Bond insurance provides improved credit quality for the bonds as a result of the insurance provider's guarantee of the payment of principal and interest on the bonds. Because of the decreased risk of non-payment, investors are willing to purchase insured bonds at lower yields than uninsured bonds, thus providing the issuer with interest cost savings.

1. Benefit Analysis

The decision to use bond insurance is an economic decision. A benefit analysis compares the present value of the interest savings to the cost of the insurance premium. Insurance will be purchased when the premium cost is less than the present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

2. Selection

The City or its financial advisor will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a competitive sale, facilitating the prequalification of bonds by insurance providers. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the CFO shall have the

authority to purchase bond insurance when deemed advantageous and the terms and conditions governing the guarantee are satisfactory.

B. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit (“LOC”) represent a bank’s promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee will draw upon the LOC to make debt service payments and the City will reimburse the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

XIII. DEBT MANAGEMENT PROCESS – STRUCTURAL FEATURES

A. Maturity

The final maturity of a bond sale shall be equal to or less than the remaining useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average useful life of the assets being financed.

B. Debt Service Structure

The Finance Department will carefully consider the debt service structure for each bond issue. Factors such as the flow of revenues available for a particular credit, the need to fill in gaps created by refunding specific principal maturities or to structure savings from a refunding in a particular year will be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future capital programs. Bonds will be amortized over a period of time not to exceed the useful life of the assets being financed.

C. Lien Levels

Senior, Junior and Subordinated Junior Liens for each revenue source will be utilized in a manner that will maximize the most critical constraint - typically either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

D. Capitalized Interest

Subject to Federal and State law, interest may be capitalized from the date of issuance of the debt. Interest may also be capitalized for projects in which the revenue designated to pay debt service on the bonds will be collected at a future

date, not to exceed six months from estimated completion of construction. Any use of capitalized interest will require a review by bond counsel and approval by the CFO.

XIV. INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and Indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds, as well as restrictions on the time period over which some bond proceeds may be invested. The CFO, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

XV. CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (~~EMMA~~) and filing material event notices within 10 days of occurrence of certain events as required by the Rule.

XVI. ARBITRAGE REBATE

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The CFO, or his/her designee, may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

XVII. INTERNAL CONTROLS AND POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its bonds. The Finance Department shall maintain written procedures to document the processes used to monitor the appropriate use of bond proceeds and to ensure compliance with applicable laws and regulations, and shall specify the positions and individuals responsible for these processes.

APPENDIX A

Swap Policy

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I. INTRODUCTION

The swap guidelines outlined herein are only intended to provide general procedural direction regarding the future use, procurement and execution of interest rate swaps and options. These guidelines are intended to relate to various interest rate hedging techniques, including the contractual exchange of different fixed and variable rate payment streams through interest rate swap agreements. The swap policies are not intended in any way to require the City to modify or terminate existing interest rate swaps. The City maintains the right to modify these guidelines and may make exceptions to any of them at any time in its sole discretion. Failure to comply in any manner with these swap guidelines shall not result in liability on the part of the City to any party.

II. APPROACH AND OBJECTIVES

Interest rate swaps and options are appropriate interest rate management tools that can help the City meet important financial objectives. Properly used, these instruments can increase the City's financial flexibility, provide opportunities for interest rate savings or enhanced investment yields, and help the City manage its balance sheet through better matching of assets and liabilities. Swaps should be integrated into the City's overall debt and investment management guidelines and should not be used for speculation.

Swaps are appropriate to use when they achieve a specific objective consistent with the City's overall financial strategies. Swaps may be used, for example, to lock-in a current market fixed rate or create additional variable rate exposure. Swaps may be used to produce interest rate savings, to alter the pattern of debt service payments, or for asset/liability matching purposes. Swaps may be used to cap, limit or hedge variable rate payments. Options granting the right to commence or cancel an underlying swap may be used to the extent the swap itself is consistent with these guidelines or the City determines there are other advantages to be derived in granting the option; however, the City must determine if the use of any such option is appropriate and warranted given the potential benefit, risks, and objectives of the City. The City's staff, together with its Bond Counsel and its Financial Advisor, periodically shall review the City's swap guidelines and recommend appropriate changes.

In connection with the use of any swaps, the City Council shall make a finding that, per Government Code Section 5922, the applicable swap is designed to reduce the amount or duration of the interest rate risk or result in a lower cost of borrowing when used in combination with the issuance or carrying of the Bonds or enhance the relationship between the risk and return with respect to the City's investments or program of investment, as applicable.

Rationales for Utilizing Interest Rate Swaps and Options

- A. Optimize capital structure; including schedule of debt service payments and/or fixed vs. variable rate allocations
- B. Achieve appropriate asset/liability match
- C. Reduce risk, including:
 - 1. Interest rate risk;
 - 2. Tax risk; or
 - 3. Liquidity renewal risk
- D. Provide greater financial flexibility
- E. Generate interest rate savings
- F. Enhance investment yields
- G. Manage exposure to changing markets in advance of anticipated bond issuances (through the use of anticipatory hedging instruments)

III. PERMITTED INSTRUMENTS

The City may utilize the following financial products on a current or forward basis, after identifying the objective(s) to be realized and assessing the attendant risks.

- A. Interest rate swaps, including fixed, floating and/or basis swaps; and
- B. Options, including swaptions, caps, floors, collars and/or cancellation or index-based features

IV. PROCEDURE FOR SUBMISSION AND EXECUTION

Unsolicited proposals are to be mailed to the Chief Financial Officer and the Financial Advisor for evaluation. Such unsolicited proposals need to be received four weeks prior to the next City Council meeting for consideration at such meeting. For proposals received within four weeks of the next City Council meeting, the City reserves the right to consider the proposal at the following month's Council meeting.

Legal costs incurred in connection with an unsolicited proposal shall be paid by the firm submitting the proposal if for whatever reason the proposal does not close or should the City elect for any reason not to proceed. If the City elects to proceed with the

proposed transaction and the proposed transaction closes, the City will absorb such legal costs through costs of issuance.

The City staff and the Financial Advisor shall review all unsolicited proposals prior to presentation to the City Council. The City shall only present proposals to the Council that the City, in its sole discretion, believes should be considered further given, for example, the projected savings or other benefits and the ability to meet one or more of the objectives outlined herein. Only proposals that meet the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) or that the City staff find compelling for other reasons, shall be presented.

Procurement and Execution

The City will not have a fixed guideline with respect to swap procurement. The City will assess the benefits of competitively bidding financial products that are non-proprietary or generally available in the marketplace. On a product-by-product basis, the City will have the authority to negotiate the procurement of financial instruments that have customized or specific attributes designed on the City’s behalf.

The use of financial derivative products will be recommended if they meet one of the benefits outlined herein or if they:

- A. Provide a specific benefit not otherwise available;
- B. Produce greater expected interest rate savings or incremental yield than cash market alternatives;
- C. Are not speculative or do not create unreasonable leverage or risk;
- D. Result in an improved capital structure or better asset/liability match; or
- E. Reasonably pass the risk evaluation required by these guidelines

Conformance with Dodd-Frank

It is the intent of the City to conform this policy to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as “Dodd-Frank”). Pursuant to such intent, it is the policy of the City that: (i) each swap advisor engaged or to be engaged by the City will function as the designated qualified investment representative of the City, sometimes referred to as the “Designated QIR”; (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading

Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the “Representative Regulation”); (iii) each swap advisor provide a written certification to the City to the effect that such swap advisor agrees to meet and meets the requirements specified in the Representative Regulation; (iv) the City monitor the performance of each swap advisor consistent with the requirements specified in the Representative Regulation; (v) the City exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; and (vi) the City rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

Counter-Party Risk Assessment

The City will only do business with highly rated counter parties or counter parties whose obligations are supported by highly rated parties. The City will structure swap agreements to protect itself from credit deterioration of counter parties, including the use of credit support annexes or other forms of credit enhancement to secure counter party performance. Such protection shall include any terms and conditions which in the City’s sole discretion are necessary or appropriate or in the City’s best interest.

The City shall enter into interest rate swap transactions only with qualified swap counter parties. Qualified swap counter parties are investment banks as will be identified by the Financial Advisor. Qualified swap counter parties should be rated at least “Aa3” or “AA-” by one of the nationally recognized rating agencies (i.e. Moody’s, Standard and Poor’s, and Fitch) and not rated lower than “A2” or “A” by any nationally recognized rating agency. In addition, the counter party must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market. Each counter party shall have minimum capitalization of at least \$150 million.

The City should not have an immutable credit standard. However, the City will attempt to do business with highly rated counter parties of “Aa3” or “AA-” or better. For lower rated (below “Aa3” or “AA-”) counter parties, the City should seek credit enhancement in the form of:

- A. Contingent credit support or enhancement; or
- B. Collateral consistent with the policies contained herein

V. SWAP ANALYSIS AND PARTICIPANT REQUIREMENTS

In connection with any swap, the City and its Financial Advisor shall review the proposed transaction and outline any considerations associated with the transaction to the City Council. Such a review should include the following:

- A. The identification of the proposed benefit and potential risks, which shall include, but not necessarily be limited to, those risks outlined herein
- B. Independent analysis of potential savings from a proposed transaction
- C. Fixed versus variable rate and swap exposure before and after the proposed transaction
- D. Market Net Termination Exposure (as outlined herein) for all existing and proposed transactions at the City

Swap Risks

- A. Counter party Risk – The risk of a payment default on a swap by an issuer’s counter party
- B. Termination Risk - The risk that a swap has a negative value and the issuer owes a “breakage” fee if the contract has to be liquidated
- C. Tax Risk – A mismatch between changes in the rate or price on an issuer’s underlying bonds and the swap caused by a reduction or elimination in the benefits of the tax exemption for municipal bonds, e.g. a tax cut, which results in an increase in the ratio of tax-exempt to taxable yields
- D. Basis Risk – A mismatch between the rate on an issuer’s underlying bonds and the rate paid under the swap, e.g. a tax-exempt variable rate issue which trades at 62% of LIBOR while the issuer only receives 60% of LIBOR under the swap
- E. Tax Exemption Risk – The risk that the transaction may make the issuer’s related bonds taxable
- F. Liquidity/Remarketing Risk – The risk that an issuer cannot secure a cost-effective renewal of a Letter or Line of Credit or suffers a failed auction or remarketing with respect to its variable-rate bonds

Benefit Expectation

Financial transactions, using fixed rate swaps or other derivative products, should generate 2% greater projected savings than the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) then in effect for traditional bonds. This threshold will serve as a guideline and will not apply should the transaction, in the City’s sole judgment, help to meet any of the objectives outlined herein. The higher savings target reflects the greater complexity and higher risk of derivative financial instruments. At a minimum, such financial transactions should provide a savings of no less than 5% over refunded par regardless of the spread between the financial transaction and a traditional bond refunding.

For example, assuming a refunding of \$100 million of existing bonds, a traditional fixed rate advance refunding that does not use derivative products would have a present value savings threshold of \$5 million, which is 5% of the refunded par. If the refunding structure utilizes a derivative product, the threshold would be \$7 million in present value savings, 7% of the refunded par. Therefore, the transaction utilizing a swap or other derivative product would have to generate an additional \$2 million to meet the target.

For variable rate or other swap transactions that do not result in a fixed interest rate, the City will evaluate any additional value generated through the transaction in assessing the benefits of proceeding, including the ability to meet the objectives outlined herein. These benefits include, for example, reducing interest rate or tax risk, optimizing the capital structure or further reducing interest expense.

In determining any benefit in implementing a fixed-to-variable swap, the cost of remarketing, in addition to the cost of credit enhancement or liquidity fees must be added to the projected variable rate. Such a calculation should consider the trading performance of comparable bonds and any trading premium resulting from a specific form of credit enhancement or liquidity and/or any impact related to broader industry trends.

VI. LEGAL AND CONTRACTUAL REQUIREMENTS

Unless otherwise approved by Council, the City will use standard ISDA swap documentation including the Schedule to the Master Agreement and a Credit Support Annex. The City may use additional documentation if the product is proprietary or the City deems in its sole discretion that such documentation is otherwise in its interest.

Terms and Notional Amount of Swap Agreement

The City shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. In connection with the issuance or carrying of bonds, the term of the swap agreement between the City and a qualified swap counter party shall not extend beyond the final maturity date of existing debt of the City on the related Project, or in the case of a refunding transaction, beyond the final maturity of the refunding bonds. For purposes of calculating net exposure, credit shall be given to any fixed versus variable rate swaps that offset termination exposure for a specific Project or bond transaction. For variable rate transactions, credit may also be given for any assets that are used to hedge a transaction as long as in the City's judgment such assets are reasonably expected to remain in place on a coterminous basis with the swap.

Terms and conditions of any swap shall be negotiated by the City in the best interests of the City subject to the provisions of the California Government Code and, unless otherwise waived or altered by the City, these guidelines. The swaps between the City and each counter party shall include, as appropriate, payment, term, security, collateral, default, remedy, termination, and other terms, conditions and provisions as the City, in consultation with its Bond Counsel and Financial Advisor, deems necessary or desirable.

Subject to the provisions contained herein, the City swap documentation and terms should include the following:

- A. Downgrade provisions triggering termination shall in no event be worse than those affecting the counter party
- B. Governing law for swaps will be New York law, but should reflect California authorization provisions
- C. The specified indebtedness related to credit events in any swap agreement should be narrowly drafted and refer only to specific project debt
- D. Collateral thresholds should be set on a sliding scale reflective of credit ratings (see Collateral below)
- E. Eligible collateral as set forth in the Collateral section below.
- F. Termination value should be set by "market quotation" methodology, when the City deems appropriate
- G. The City should only agree to an Additional Termination Event for the City to the extent that the ratings on the applicable the City bonds fall below a ratings

trigger acceptable to the City and the counter party and no form of credit support or enhancement is in place

Termination Provision

All swap transactions shall contain provisions granting the City the right to optionally terminate a swap agreement at any time over the term of the agreement. Such a provision shall be required even if any termination is at market. In general, exercising the right to terminate an agreement should produce a benefit to the City, either through the receipt of a payment from a termination or, if the termination payment is made by the City, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the City.

Collateral

As part of any swap agreement, the City shall require collateralization or other forms of credit enhancements to secure any or all swap payment obligations. As appropriate, the City, in consultation with its Bond Counsel and Financial Advisor, may require collateral or other credit enhancement to be posted by each swap counter party under the following circumstances:

- A. Each counter party to the City may be required to post collateral if the credit rating of the counter party or parent falls below the “AAA” category. Additional collateral for further decreases in credit ratings of each counter party shall be posted by each counter party in accordance with the provisions contained in the collateral support agreement to each counter party with the City the City. Maximum un-collateralized exposure for: (i) “AAA” rated counter parties is \$40 million; (ii) “AA” rated counter parties is \$10 million; and (iii) below “AA” category, uncollateralized exposure is zero
- B. Threshold amounts shall be determined by the City on a case-by-case basis. The City will determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter
- C. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City and the counter party
- D. A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counter party. A complete list of acceptable securities and valuation percentages are included as Attachment A

- E. The market value of the collateral shall be determined on at least a monthly basis, or more frequently if the City determines it is in the City's best interest given the specific collateral security
- F. It shall be determined on a case-by-case basis whether other forms of credit enhancement are more beneficial to the City

VII. LIMITATIONS ON TERMINATION EXPOSURE

In order to diversify the City's counter party credit risk, and to limit the City's credit exposure to any one counter party, limits will be established for each counter party based upon both the credit rating of the counter party as well as the relative level of risk associated with each existing and projected swap transaction. The guidelines below provide general termination exposure guidelines with respect to whether the City should enter into an additional transaction with an existing counter party. The City Council may make exceptions to the guidelines at any time to the extent that the execution of a swap achieves one or many of the goals outlined in these guidelines or provides other benefits to the City.

Such guidelines will also not mandate or otherwise force automatic termination by the City or the counter party. Maximum Net Termination Exposure is not intended to impose retroactively any terms and conditions on existing transactions. Such provisions will only act as guidelines in making a determination as to whether or not a proposed transaction should be executed given certain levels of existing and projected net termination exposure to a specific counter party. Additionally, the guidelines below are not intended to require retroactively additional collateral posting for existing transactions. Collateral posting guidelines are described in the "Collateral" section above. The calculation of net termination exposure per counter party will take into consideration multiple transactions, some of which may offset the overall exposure to the City.

Maximum Net Termination Exposure will be based on the sum of (i) the market value of existing transactions as of the first day of the month prior to the execution of any new transaction plus (ii) the expected worse case termination value of the new transaction. The maximum termination exposure will also be tied to the credit rating of a counter party and whether or not the counter party has posted collateral against this exposure.

Under this approach, the City will set limits on individual counter party exposure based on existing as well as new or proposed transactions. For existing transactions, exposure will be based on the market value as of the last quarterly swap valuation report provided by the Financial Advisor. For a new or proposed transaction, the City will calculate the projected maximum exposure based on the estimated maximum exposure assuming two standard deviations. Standard deviation is a statistic obtained by squaring

the average difference from the mean of a distribution of numbers. Two standard deviations capture 95% of the population of a distribution of numbers. For purposes of the calculation, two standard deviations shall be calculated as the annualized standard deviation of weekly swap rates over the preceding 52 weeks. The time period may vary according to market conditions which could range from flat to volatile.

The sum of the existing market value and the projected maximum exposure shall constitute the Maximum Net Termination Exposure. For purposes of this calculation, the City shall include all existing and projected transactions of an individual counter party and all transactions will be analyzed in aggregate such that the maximum exposure will be additive and netted on a per project basis. The rationale behind aggregating and netting on a Project basis is that the exposure will vary for individual members depending on their participation in different projects.

For example, if the City has \$13 million (i.e. the City would owe termination payment) of exposure to a counter party, the Maximum Net Termination Exposure under the definition above, is the projected maximum termination exposure less the outstanding exposure. If projected maximum termination exposure on the proposed transaction, assuming two standard deviations, is \$20 million, net termination exposure would be \$7 million.

The exposure thresholds, which will be reviewed periodically to ensure that they remain appropriate, will also be tied to credit ratings of the counter parties and whether or not collateral has been posted. If collateral has been posted, the City cannot exceed \$30.0 million of collateralized exposure. In addition, there would be a further limit on the amount of uncollateralized exposure, including any threshold amounts under the Credit Support Annex. For AAA-rated counter parties, the City could have up to \$40.0 million of uncollateralized exposure; for counter parties in the AA category, the City could have up to \$10.0 million of uncollateralized exposure and for counter parties below the AA category, the City could have no uncollateralized exposure. If a counter party has more than one rating, the lowest rating will govern for purposes of the calculating the level of exposure. A summary table is provided below.

Credit Ratings	Maximum Collateralized Exposure	Maximum Uncollateralized Exposure	Maximum Total Termination Exposure
AAA	NA	\$40 million	\$40 million
AA Category	\$30 million	\$10 million	\$40 million
Below AA	\$30 million	None	\$30 million

Assuming the same example as above, if the counter party is currently rated “Aa2” and “AA+,” the exposure thresholds would only take effect if Net Termination Exposure increased an additional \$3 million (from the original \$7 million above).

If the exposure limit is exceeded by a counter party, the City shall conduct a review of the exposure limit per counter party. The City, in consultation with its Bond Counsel and Financial Advisor, shall explore remedial strategies to mitigate this exposure.

VIII. ONGOING MANAGEMENT

The City will seek to maximize the benefits and minimize the risks it carries by actively managing its swap program. This will entail frequent monitoring of market conditions, by both the Financial Advisor and swap counter party, for emergent opportunities and risks. Active management may require modifications of existing positions including, for example:

- A. Early termination;
- B. Shortening or lengthening the term;
- C. Sale or purchase of options; or
- D. Use of basis swaps.

On an overall basis, the City's swap program is not expected to be very large relative to all of its investment and debt activities. Swaps will be used in response to particular market conditions and needs of the City for which swaps are the best investment or debt-management option.

IX. ONGOING REPORTING REQUIREMENTS

A written report providing the status of all interest rate swap agreements entered into by the City will be provided to the City Council on an annual basis (or other basis, if so directed by Council) and shall include the following:

- A. A description of all outstanding interest rate swap agreements, including project and bonds series, type of swap, rates paid and received by the City, total notional amount, average life of each swap agreement, remaining term of each swap agreement
- B. Highlights of all material changes to swap agreements or new swap agreements entered into by the City since the last report
- C. Termination exposure of each of the City's interest rate swap agreements
- D. The credit rating of each swap counter party and credit enhancer insuring swap payments, if any

- E. If applicable, information concerning any default by a swap counter party to the City, including but not limited to the financial impact to the City, if any
- F. If applicable, information concerning any default by the City to a swap counter party
- G. A summary of swap agreements that were terminated or that have expired
- H. For a swap transaction entered into to generate debt service savings, the City will calculate on an annual basis the actual debt service requirements versus the projected debt service on the swap transaction at the original time of execution. Such a calculation shall include a determination of the cumulative actual savings (or, if applicable, additional payments made by the City) versus the projected savings at the time the swap was executed.

Attachment A – Acceptable Collateral

Security	Valuation Percentage
Cash	100%
Negotiable debt obligations issued by the U.S. Treasury Department or the Government National Mortgage Association (“Ginnie Mae”), or (y) mortgage backed securities issued by Ginnie Mae (but with respect to either (x) or (y) excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service) and in each case having a remaining maturity of: (i) less than one year (ii) one year or greater but less than 10 years (iii) 10 years or greater	100% 98% 95%
Negotiable debt obligations issued by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or the Federal Home Loan Mortgage Association (“Fannie Mae”) or (y) mortgage backed securities issued by Freddie Mac or Fannie Mae but excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service	95%
Any other collateral acceptable to the City in its sole discretion. The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion	The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion.

For example, if a counter party is required to post \$1 million of collateral and wished to use bonds issued by Ginnie Mae with five years remaining to maturity, it would be required to post \$1,020,409 (\$1 million/0.98) to satisfy the collateral requirement.

City of Roseville Budget Development Policy

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I. INTRODUCTION

This policy outlines the City of Roseville's (City) guidelines for budget development. Consistently following adopted policies will assist the City in achieving its current and future goals in a fiscally responsible and sustainable manner. This policy establishes guidelines for developing the City's annual operating and capital budget as recommended by the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB). This document shall be reviewed on an annual basis to reflect the highest standards of fiscal management and the City's budgetary goals.

II. POLICY

A. Citywide Focus

Consistent with the General Principles of Governance adopted by the City Council in the Elections Ordinance, the City shall maintain a citywide focus during the budget development process and in the adopted budget. Revenues and expenditures shall be budgeted on a citywide basis and not tracked by Council district.

B. General Revenues

General revenues shall be deposited in the General Fund and appropriated during the budget process or by a separate Council action. General Fund revenues shall not be earmarked for any particular purpose, unless required by law or Generally Accepted Accounting Principles (GAAP). ~~General revenues shall be deposited in the General Fund and appropriated during the budget process or by a separate Council action.~~

C. Balanced Budget

The City shall adopt and maintain a balanced annual operating budget and an integrated capital budget throughout the fiscal year. For each fund, annual expenditures shall not exceed annual revenues plus available fund balances. It shall remain a goal of the City to maintain a long-term structurally balanced budget, where ongoing revenues support ongoing expenditures.

The City will achieve a structurally balanced budget through efficiencies (i.e., streamlining), permanent reductions to the expenditure base (e.g., eliminating lower priority vacant positions and reducing service levels), and ongoing revenue enhancements. In addition, the City's budget will not rely on reserves or the use of one-time revenues for ongoing expenditures.

D. Public Involvement

Public involvement shall be encouraged in the annual budget decision-making process through public hearings, public outreach, and the dissemination of accessible information. Public participation efforts allow the City to improve performance by identifying general needs, priorities, and service delivery expectations. Public involvement enables the City to be more responsive to the community's needs, thereby increasing the value that the public receives from the City.

E. Operating Budget

The operating budget document shall contain the expected revenue and expenditure appropriations, staffing levels, and summaries for each department. Summary information for each department featured in the budget shall include the primary services, strategic goals and strategies, accomplishments and initiatives, and key performance and workload measures. Department summaries shall be updated annually to illustrate how each ~~ensure~~ department's priorities and performance measures support the City Council's Strategic Plan.

F. Capital Improvement Program (CIP) and Budget

The City shall develop a Five-Year CIP, which reflects a comprehensive approach to addressing the City's capital needs and the identification of resources for those needs. Critical inputs include infrastructure condition assessments, service level evaluations, asset management information, and review of available funding sources. The Five-Year CIP shall be the basis for the development of the annual CIP budget.

The annual CIP budget shall be developed in conjunction with the operating budget to ensure the effective utilization of the City's overall resources to operate and maintain facilities. The annual CIP budget shall include projects that span multiple fiscal years and result in capitalized assets. The CIP budget may consist of other projects of a capital nature that may not result in an asset and that span multiple fiscal years and have significant cost estimates.

The annual CIP budget shall reflect total estimated project costs for Council approved projects by including all ~~prior and current year~~ historical expenditures, ~~and available~~ appropriations, ~~future year project costs,~~ and ~~any~~ future funding needs ~~through project completion~~. CIP projects shall only be established with partial funding if there is a reasonable expectation that the remaining funding ~~is~~ will be identified ~~to complete the project~~ within a reasonable timeframe ~~for the type of project~~.

CIP appropriations remaining unspent at the end of each fiscal year shall be carried forward to the subsequent fiscal year until the project is completed or ~~abandoned~~cancelled. CIP projects, however, shall be reviewed ~~periodically at least annually~~ to identify projects that are not progressing ~~with funds available for~~ to consider reprogramming project resources.

G. Indirect Cost Allocation Plan

The City shall use an indirect cost allocation plan (CAP) to allocate the costs of those general government activities without significant assets or liabilities to all City funds and departments, except ~~that reimbursements for costs allocated those~~ between General Fund departments ~~will not be budgeted~~. General government activities include City Council, City Manager, City Attorney, City Clerk, Finance, Human Resources, Public Affairs and Communications, and Economic Development. Substantial changes in the allocable indirect costs may be amortized or smoothed over a period not to exceed three fiscal years to allow receiving funds to adjust their rates. The CAP is also used to allocate indirect costs in Public Works Administration and Engineering and Parks, Recreation and Library Administration to their departmental divisions they support.

H. Indirect Costs Charged to Projects

The City shall use indirect cost rates to allocate the costs of overhead to all multi-year capital improvement projects for proper asset capitalization. Exceptions, other than federal or state grants that don't allow indirect costs, must be approved by the Finance Department.

I. Internal Service Funds

The City shall use internal service funds to allocate general government costs for activities with significant assets and/or liabilities to all City funds and departments. Internal service fund costs are budgeted in and allocated to General Fund departments. The City's internal service fund activities include information technology, fleet management, facilities management, and risk management (general liability and workers compensation).

J. General Fund Five-Year Forecast

The City shall maintain a five-year forecast for the General Fund as an essential fiscal planning tool. The forecast shall be based on the current budget and projections of future expenditures, revenues, and other funding sources over a multi-year period. The evaluation of recommended fiscal actions will focus on a

longer-term, rather than short-term context. The five-year forecast is based on a set of point-in-time assumptions. The projected expenditure growth shall be realistic, mainly through the term of the current labor contracts. All revenue forecasts will utilize objective external research and internal forecasting methods. City revenues are economically sensitive, and the five-year revenue forecasts are subject to the same uncertainty and downside risk surrounding national economic forecasts. It is important to note that the City's significant tax revenues, property and sales taxes, trail economic trends.

K. Basis of Budgeting

The City's budgets for governmental funds, such as the General Fund, special revenue funds, debt service funds, and capital project funds, shall be prepared based on the modified accrual basis of accounting. In other words, revenues are recognized in the accounting period in which they become available and measurable, and expenditures are recognized in the accounting period in which the liability is incurred. An exception to this basis is that disbursements of interfund loans are budgeted as expenditures in lender funds and revenue in borrower funds, and repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The budget for the City's proprietary funds, consisting of enterprise funds and internal service funds, shall be prepared on the full accrual basis of accounting for all operating revenues and most operating expenses. In other words, revenues are recognized when they are earned, and expenses are recognized when the liability is incurred. Expenses related to long-term assets, primarily capital outlay, and long-term liabilities, including repayment of bonded debt as well as pension and other post-employment benefit expenses, are budgeted on the modified accrual basis of accounting. Repayments of interfund loans are budgeted as expenditures in borrower funds and revenue in lender funds.

The City's budget shall exclude unrealized gains or losses resulting from the change in fair value of investments, as well as amortization of premiums and discounts on the City's investments. These calculations are performed solely for financial statement reporting purposes to comply with GAAP.

City of Roseville

General Fund Reserves Policy

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I. INTRODUCTION

The purpose of this policy is to establish targeted levels of General Fund reserves, a basic component of a financially strong city. Adequate reserves help sustain City operations when adverse or unexpected circumstances affect the City, providing resources to minimize service disruption in the event of temporary revenue shortfalls, declared disasters, or unpredicted one-time expenditures. This policy establishes the amounts the City will strive to maintain in the Emergency Reserve, Stabilization Reserve, and Litigation Reserve, and the conditions under which the reserves may be used.

II. BACKGROUND

Financial reserves strengthen the City's financial status and provide valuable resources for managing through economic cycles and addressing unexpected events. Every fund of the City represents a stand-alone financial set of accounts and has its own operating characteristics, financial capabilities, and constraints. The level of reserves needed should be based on the financial and operating characteristics of each fund.

According to the Government Finance Officers Association (GFOA), it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) in order to protect taxpayers and employees from unexpected changes in financial conditions. GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain an unrestricted budgetary fund balance in their General Fund of no less than two months of regular general fund operating revenues or regular General Fund operating expenditures (an amount equivalent to 16.67% of the annual budget).

This policy establishes three months of operating costs (25% of annual budgeted General Fund operating costs) as the City's target level of reserves. This targeted level of reserves consists of the City's Emergency Reserve (10% of annual budgeted General Fund operating costs) and the City's Stabilization Reserve (15% of annual budgeted General Fund operating costs). This policy also establishes \$250,000 as the minimum level in the City's Litigation Reserve. The policy also outlines the methods the City will utilize to achieve the target reserve levels, defines the conditions under which these funds can be used and describes how the City's expenditure and/or revenue levels will be adjusted to match any new economic realities that are causing the use of fund balance reserves as a financing bridge.

III. POLICY

A. Minimum and Target Reserve Levels

The City will maintain an Emergency Reserve at a minimum of 10% of budgeted General Fund operating expenditures. Because the City relies on property tax and sales tax revenue to support over two-thirds of the City's General Fund budget and the negative effects on property and sales tax revenue can be significant during economic downturns, the City will seek to build up and maintain a General Fund Stabilization Reserve equal to 15% of budgeted General Fund operating expenditures as the target reserve level. The Emergency Reserve and Stabilization Reserve shall be reported as commitments of fund balance in the General Fund for external financial reporting. Appropriations from the Emergency Reserve may only be made by a vote of the City Council to meet a critical, unpredictable financial need such as a declared emergency. Appropriations from the Stabilization Reserve may only be made by a vote of the City Council in the event of temporary revenue shortfalls caused by an economic downturn.

B. Methods to Achieve Funding Levels

Funding of the General Fund Reserves will generally come from the adopted budget, year-end excess revenues over expenditures or anticipated one-time revenues. At a minimum, during the budget process, staff shall review the current and five-year projected reserves to ensure that they are appropriate given the economic and financial risk factors the City faces.

C. Criteria for Expenditure of Reserve Funds

The Reserve Funds shall not normally be applied to recurring annual operating expenditures. Appropriation from the Emergency Reserve and Stabilization Reserve Funds requires approval of at least four City Council members. The Litigation Reserve is appropriated annually in the adopted budget.

1. Emergency Reserve

The Emergency Reserve may be used to contend with significant short-term issues such as declared emergencies. It is the intent of the Council to limit use of the Emergency Reserve to addressing unanticipated, nonrecurring needs.

2. Stabilization Reserve

The Stabilization Reserve may be used strategically to allow time for the City to restructure its operation in a deliberate manner as required in an economic downturn while minimizing service disruption. Use of the Stabilization Reserve will only take place in the context of a Council-adopted long-term plan. The Stabilization Reserve is intended to be used to address significant revenue shortfalls that occur during an economic downturn until the City's operating expenditure and revenue levels are adjusted to eliminate structural deficits.

3. Litigation Reserve

The Litigation Reserve may be used for legal matters that are unforeseen and/or unusual in nature and, as a result, typically require reactive measures such as seeking a budget adjustment and a funding source. Some examples are contract disputes, municipal code enforcement, and other public safety enforcement matters. The purpose of this reserve is to address these situations by allowing for proactive handling and funding of such matters.

D. Timeline for Replenishment of the General Fund Reserves

If the General Fund Reserves are drawn down below the minimum levels, a plan will be developed and implemented to replenish the reserves. Replenishing the reserves will be a priority use of one-time resources. Generally, the City should seek to replenish the Emergency Reserve and the Litigation Reserve within one year and the Stabilization Reserve to the minimum reserve level within three years.

City of Roseville
Development Services Stabilization Reserve (DSSR)
Fund Policy

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I. PURPOSE

The purpose of the Development Services Stabilization Reserve (DSSR) Fund (Fund #1013) Policy is to maintain resources in a reserve fund that the City Council may draw from in years of lower development activity. The City will use the DSSR to bridge gaps between budgeted and actual development revenues during periods of significant revenue decline.

II. BACKGROUND

A sustainable funding plan for the Development Services Department's building, planning, and engineering operations is necessary to respond to changes in the economic climate. Establishing a DSSR Fund will provide the department resources during a downturn in development-related activity and time to react to those changes.

III. POLICY

The DSSR shall be established as set forth below, and any changes to the policy will be recommended to the City Council for approval.

- A. The DSSR target goal is equivalent to six months of estimated building, planning and engineering revenues.
- B. ~~Beginning with Fiscal Year (FY) 2020-21, a~~ Actual year-end General Fund revenues in excess of budget from [select accounts in](#) Development Service's Building, Planning and Engineering operations will be transferred to the DSSR, provided that the net year-end [General Fund](#) results (revenue and expenditure budget variance) of the Development Services Department are positive and the reserve is below the target goal.
- C. If, at year-end, the amount in reserve exceeds the six-month estimate for the current fiscal year, the City Manager can transfer the excess amount to the General Fund or maintain reserve levels above the six-month estimate if revenues are anticipated to grow in the future fiscal year.
- D. The year-end calculation will occur each year in the summer following the fiscal year end (June 30). The six-month revenue estimate will be based on the current year's budget. For example, the year-end calculation for ~~FY2022~~[FY2023-23-24](#) will occur in summer ~~2023~~[2024](#), and the six-month revenue estimate calculation will be based on the ~~FY2023~~[FY2024-24-25](#) budget.
- E. The City will only use the DSSR to bridge gaps between projected and actual development-related revenues in Development Services during periods of

significant revenue shortfalls. The reserve will help the department maintain services during a short-term drop in revenue and will provide time to react to changes necessary during a long-term economic decline.

- F. Appropriation from the DSSR Fund requires approval of at least four City Council members.

City of Roseville
Federal Stimulus Reserve Fund Policy

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I. PURPOSE

The purpose of this policy is to establish a temporary Federal Stimulus Reserve Fund with the City's allocation of the federal stimulus (2021 Coronavirus State and Local Fiscal Recovery Funds) until one-time expenditures or transfers to other City funds are approved over the remaining course of the pandemic.

The City is required to disburse the federal stimulus funding by December 31, 2024. This temporary reserve fund will be closed after all funding, including interest earned thereon, has been distributed.

Staff will recommend one-time expenditures, or transfers to other City funds, for Council approval consistent with the requirement for the use of the funds to:

- A. respond to or mitigate the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts;
- B. cover otherwise unreimbursed costs incurred as a result of such emergency;
- C. replace revenue that was lost, delayed, or decreased as a result of such emergency; or
- D. address the negative economic impacts of such emergency.

The federal stimulus funding shall not be applied to new ongoing operating expenditures.

City of Roseville
Internal Service Funds - Operating and Replacement Reserves
Policy

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I. PURPOSE

As separate budget and accounting entities, internal service funds (ISFs) need to manage cash reserves within their funds. The purpose of cash reserves in the ISFs is two-fold:

- Operating Reserves - To provide for continuity of service in the event of unanticipated changes to revenues or expenditures, particularly within a single fiscal year when charges for service on client operating departments already have been fixed through the adopted budget.
- Replacement Reserves - To provide funding for capital improvement, rehabilitation, and replacement of capital assets managed, whose useful lives span multiple fiscal years and whose costs yield a burdensome or unaffordable peak in expenditure if assessed on client operating departments as they occur.

In the ISFs, the accumulation and expenditure of reserve balances, including the establishment of targeted reserve levels, shall be as follows.

II. POLICY

A. Operating Reserves

1. Applicability

The following ISFs manage ongoing operations and therefore would benefit from the establishment of an operating reserve:

- Fleet Services
- Facility Services
- Information Technology Operations

Because ISFs do not function within a traditional retail environment, their revenues are not a material factor in the underlying risk to its financial sufficiency. An operating reserve incorporating the effects of billing cycles and collection rates is not applicable. Therefore, the operating reserve shall be established based singularly on a cushion for unforeseen change to critical cost drivers.

2. Targeted Reserve Level

An operating reserve equal to 5-15 percent of annual operating expenditures is appropriate among these service types. Fleet Services and Facility Services will target a 10-15 percent operating reserve level, and Information Technology Operations will target a 5-10 percent operating

reserve level. The fund balance of each ISF will serve as its operating reserve. For purposes of calculating the reserve target, operating expenditures include labor expenses and materials, services, and supplies expenses in the fund. As a metric for calculating a reserve level, operating expenditures should not include capital outlay, debt service, or transfers to other funds.

3. Initial Establishment of the Reserve

The available cash balance in the ISF may be used immediately to establish the operating reserve to its minimum level. If the minimum level is not feasible with existing cash, staff will develop a plan to begin adjusting the charges for service to begin funding the reserve, as described in the following paragraph.

4. Annual Funding of the Reserve

When the reserve is at its minimum level, there is no need to assess client operating departments for additional reserve funding in their annual charge for service. The reserve exists until it is used and falls below its minimum threshold, as designed.

When the operating reserve falls below its minimum level, a plan for replenishing the reserve shall be established as part of the next fiscal year's annual rate calculation process. Under staff discretion at that time, options for replenishing the reserve may include:

- Immediate replenishment to the minimum level in one fiscal year, accomplished by an additional component to the annual charge for service, assessed on client operating departments in proportion to their total charge for services.
- Replenishment to the minimum level over multiple fiscal years, such as two or three, depending on fiscal conditions determined at that time. This moderated plan is also accomplished as an additional component to the annual charge for service assessed on client operating departments in proportion to their total charge for services.

5. Excess Reserves

When cash held in the fund exceeds the minimum operating reserve level, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources, as part of the annual rate calculation process in the next fiscal year. Under staff discretion at that time, options for reducing excess reserves may include:

- Reduce client operating department charges for service on a one-time basis in proportion to their total charge for service. This option alternatively may be viewed as reducing the total cost pool driving charges for services by using reserves to fund planned operating expenditures in a single fiscal year.
- Fund previously deferred special projects associated with ISF operations, particularly those projects of broad benefit to all client operating departments.
- Transfer excess cash to the ISF's companion asset replacement/rehabilitation fund to reduce long-term deficiencies or accelerate funding for defined capital needs as allowed by accounting controls.

B. Replacement Reserves

1. Applicability

The following ISFs manage capital assets and therefore would benefit from the establishment of a replacement reserve:

- Fleet Replacement
- Fleet Operations
- Equipment Replacement
- Facility Rehabilitation
- Information Technology Replacement

The replacement reserve shall be based on analysis of long-term scheduled capital improvement, rehabilitation, and replacement of capital assets and equipment managed by the ISF in order to sustain municipal services and prevent City assets' physical deterioration.

Replacement reserves are not typically managed to handle increases in assets and equipment in service. Funding for new or growth in assets and equipment will need to be identified as a special funding component for client operating departments, the general resources of the City, or the ISF outside of this replacement reserve structure.

2. Targeted Reserve Level

Replacement reserves are dynamic: They are continually added to and spent as assets are rehabilitated or replaced. These ISF's will not target a minimum cash balance but instead manage the reserve's annual funding to enable adequate resources when expenditures are scheduled or needed.

3. Initial Establishment of the Reserve

The available cash balance in these ISF's may be used immediately to establish the replacement reserve. These are the resources available to meet near-term scheduled expenditures and the resources being accumulated for expenditure later as assets require reinvestment or replacement. In ideal circumstances, the cash currently available equals the amount of resources needed along current replacement schedules for all assets in service. The reasonableness of this circumstance will differ depending on the ISF evaluated for one or more of several reasons, such as:

- Past charges for service did not include any funding or included insufficient annual funding for future replacement.
- Assets are routinely replaced beyond their scheduled lives, particularly when ongoing maintenance can extend in-service timelines without unmanageable costs or effort.
- Assets are ultimately replaced by another asset of entirely different cost structure, particularly in areas of more rapid technological change.

- The total value of future replacement needs may not be supportable by charges for service and will require identification of additional funding outside the ISF in the future.

Regardless of the initial reserve establishment's adequacy, charges for service in the next fiscal year should be set to continue funding the reserve on an annual basis, as described in the following paragraph.

4. Annual Funding of the Reserve

The replacement reserve's underlying intention is to distribute the cost of asset replacement evenly over the life of the asset. Therefore, analysis by (individual or category of) asset is required to determine a total annual funding level. Steps for analyzing assets and determining their corresponding reserve funding component are as follows:

- Original Cost Basis: Record assets when placed in service. Assign an expected useful life. Calculate a straight-line annual depreciation amount based on the original cost. This value represents the minimum annual replacement reserve funding amount for assets expected to be replaced at the end of their ~~life-cycle~~life cycle.
- Replacement Cost Basis: Alternatively, record assets when placed in service. Assign an expected useful life. Project a replacement cost based on estimated cost inflation indices from original cost or a known replacement value. Calculate a straight-line depreciation amount based on estimated replacement cost, reducing for any material expected salvage value for fully depreciated assets. The resulting value represents the maximum annual reserve amount for assets expected to be replaced at the end of their ~~life-cycle~~life cycle.
- The method chosen – original cost or replacement cost basis – should be determined at staff discretion in each ISF. Factors influencing the choice of the method include impact to charges for service on client operating departments; external factors that substantially impact asset management between life cycles, such as rapid technological change; and magnitude of interest earnings

in the replacement reserve contributing toward total resources available for asset replacement.

-
- The sum of annual funding amounts by asset (or asset category) represents the total annual reserve contribution to be collected through the ISF's charges for service, dependent upon funding available for rehabilitation and replacement (See Capital Improvement Program Rehabilitation Funding Policy). This annual funding requirement should be allocated to the client operating departments based on the selected allocation metric for asset replacement in the ISF's rate method, typically in proportion to the department's use of the asset.

5. Excess Reserves

In the unlikely event that replacement reserves are found to exceed scheduled needs, as part of the annual rate calculation process in the next fiscal year, fund managers should determine appropriate uses to avoid over-accumulation and stranding of City resources. Under staff discretion at that time, options for reducing excess reserves may include:

- A planned, one-time reduction to service charges on client operating departments in proportion to their total charge for asset replacement-related services.
- Funding previously deferred special projects associated with asset management for the ISF, particularly those projects of broad benefit to all client operating departments.

City of Roseville
Capital Improvement Program Rehabilitation Funding Policy

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I. INTRODUCTION

The City has significant investments in facilities, equipment, park and recreation amenities and information technology (IT) hardware and software which require ongoing maintenance and eventual replacement. The CIP Rehabilitation funds, ~~i.e.~~, i.e., the Facility Rehabilitation Fund; the Equipment Replacement Fund, the Parks, Recreation and Library Capital Projects Fund; and the Information Technology Replacement Fund, are used to fund infrastructure needs for City buildings, equipment, park and recreation amenities and information technology capital replacement. In addition, the City maintains its significant investment in streets with external funding sources that are currently inadequate.

II. BACKGROUND

The City maintains 10-Year Rehabilitation/Replacement plans for its General Fund assets used in service delivery. The 10-year plans reflect an annual General Fund funding requirement of over \$10 million, however the actual amount budgeted in FY2021-22 was \$3.2 million leaving an annual gap of approximately \$7 million.

The City performs an annual review of the 10-year plans to develop CIP Rehabilitation budget recommendations for the City Manager that includes a prioritized list of capital projects that can be recommended for funding or deferral in conjunction with the adoption of the City's CIP Rehabilitation budget.

The expectation is that the annual average demand will continue to trend upward based on projects being deferred and new replacement costs.

Addressing these infrastructure needs has been a stated priority of the City Council and was reaffirmed at the City Council priorities workshop meeting on February 22, 2022. As outlined at that workshop, the proposed budget for CIP Rehabilitation will be increased for FY2022-23 to include \$1.6 million of General Fund resources for street maintenance.

III. POLICY

On an annual basis during each budget process, and until the annual required funding level is attained, the General Fund contribution to CIP Rehabilitation shall increase by \$1,000,000.

City of Roseville

Pension Funding Policy

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I. PURPOSE

The City's Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants. The policy also:

- Provides guidance in making annual budget decisions;
- Demonstrates prudent financial management practices;
- Reassures bond rating agencies; and
- Shows employees and the public how pensions will be funded.

II. BACKGROUND

The City provides defined benefit retirement benefits through the California Public Employees' Retirement System (CalPERS). CalPERS is a multiple-employer public employee defined benefit pension plan.

All full-time and certain part-time City employees are eligible to participate in CalPERS. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the City will utilize to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants.

Pension Funding: A Guide for Elected Officials, issued by eleven national groups including the U.S. Conference of Mayors, the International City/County Management Association, and the Government Finance Officers Association, established the following five general policy objectives for a pension funding policy:

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined contribution (ADC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.

- **Funding Discipline.** A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

III. POLICY

A. Actuarially Determine Contribution (ADC)

CalPERS actuaries will determine the City's ADC to CalPERS based on annual actuarial valuations. The ADC will include the normal cost for current service and amortization of any under-funded amount. The normal cost will be calculated using the entry age normal cost method using economic and non-economic assumptions approved by the CalPERS Board of Administration.

The City will review the CalPERS annual actuarial valuations to validate the completeness and accuracy of the member census data and the reasonableness of the actuarial assumptions.

B. Additional Discretionary Payment (ADP) Contribution

The City will consider making ADP contributions with one-time General Fund resources, with the objectives of increasing the plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

C. Pension Reserve Trust Fund Contribution

The City will establish and consider making contributions to an Internal Revenue Code Section 115 Pension Trust, with the objective of setting aside extra resources for future pension contributions at reduced investment risk to help smooth volatility from year-to-year fluctuations in annual required contributions.

D. Transparency and Reporting

Funding of the City's pension plans should be transparent to vested parties including plan participants, annuitants, the City Council and Roseville residents. In order to achieve this transparency, the following information shall be available:

- Copies of the annual actuarial valuations for the City's CalPERS plans shall be made available to the City Council.
- The City's ~~Comprehensive~~ Annual Comprehensive Financial Report shall be published on its website. This report includes information on the City's annual contributions to the pension systems and their funded status.
- The City's annual operating budget shall include the City's contributions to CalPERS.

E. Review of Funding Policy

Funding a defined benefit pension plan requires a long-term horizon. As such, the City will review this policy at least every five years to determine if changes to this policy are needed to ensure adequate resources are being accumulated.

City of Roseville

Other Post-Employment Benefits (OPEB) Funding Policy

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I. INTRODUCTION

The purpose of this Funding Policy is to state the overall funding goals for the City of Roseville OPEB Trust. The objective is to accumulate sufficient assets to fully finance the retiree healthcare benefits that the retired employees receive throughout retirement. In meeting this objective, the City will strive to meet the following funding goals:

- A. The City plans to continue to fund retiree medical benefits from operations until such a time as those expenses exceed the City's Actuarially Determined Contribution (ADC). At that time withdrawals from the OPEB Trust will be necessary.
- B. The City intends and plans to ultimately achieve full funding of its actuarially determined OPEB contributions by making increasing contributions to the OPEB trust, to the extent feasible, in the context of other competing demands for public services and employee compensation.
- C. Nothing in this funding policy shall constitute an obligation upon the City, nor an implied contract. The City Council may revoke or amend this policy in the best interests of the City.
- D. Funding of the OPEB Trust does not change the City's obligation or intent to fully pay annual medical costs for retirees.

II. BACKGROUND

The City of Roseville has provided a retiree health benefit to its employees for many years. As a cost reduction strategy, this benefit was eliminated for all bargaining unit employees classified as Tier III. Although eliminated for new employees, this benefit still remains in effect for the majority of the City's employees and must be addressed during the annual budget process.

In an effort to address the ~~long-term~~ long-term costs of this expense, a trust was created to begin funding this benefit. The process currently in place is to fund all actual retiree expenses incurred in the current year on a pay-as-you-go basis and make additional contributions to the trust fund.

III. POLICY

The City will engage an OPEB actuary to determine the City's ADC based on biennial actuarial valuations. The ADC will include the normal cost for current service and amortization of the under-funded liability. The normal cost is the current year cost of the program to provide the benefit for current employees in the future. The normal cost

will be calculated using the entry age normal cost method using appropriate economic and non-economic assumptions approved by the City.

The City will review the actuarial valuations to validate the completeness and accuracy of the employee census data and the reasonableness of the actuarial assumptions. Actuarial valuations involve estimates and assumptions about the probability of occurrence of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The City will continue to appropriate the ADC in the annual budget for the pay-as-you-go costs of OPEB for current retirees and contributions to the OPEB Trust. In addition, a portion of any one-time monies remaining at the end of each fiscal year may be deposited into the trust, which amount will be determined by Council based on available funds and other priorities.

Funding OPEB requires a long-term horizon. The City will review this policy at a minimum biennially, coincident with preparation of the actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits.

City of Roseville
Workers’ Compensation and General Liability Funding Policy

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I. INTRODUCTION

The Workers' Compensation and General Liability Funding Policy documents the City's approach to providing adequate financial resources to fund the City's Workers' Compensation and General Liability Programs and establishing and maintaining adequate reserves in the Workers' Compensation and General Liability Internal Service Funds.

II. BACKGROUND

The City is self-insured for workers' compensation and for general liability. The Workers' Compensation and General Liability and Programs charge City departments and funds for the costs of providing for claims, as well as for the cost of administering the claims.

III. POLICY

In order to methodically and consistently measure the City's projected claims, the City will contract with a professional outside actuary to prepare annual actuarial valuation reports for both categories of claims. Program funding will be based on the annual actuarial valuation reports.

The City's funding policy will provide program funding at the 75% confidence level, including recognition of anticipated investment income. Confidence level is used by actuaries to determine the realistic possibilities that a given funding rate will be sufficient to cover all claims that might be incurred in any one program year. A 75% confidence level indicates that the funding rate should be adequate 75% of the time.

If either program maintains a balance above the minimum funding requirement, the excess reserves will be used to subsidize City contributions over a 1-5 year period depending upon the amount of the excess and the City's economic condition.

If either program has excess claims requiring additional contributions to the fund, the City will increase contributions over a 1-3 year period depending on the amount of the shortfall and the City's economic condition to get to the minimum funding requirement.

City of Roseville
Interfund Loans Policy

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I. PURPOSE

The City's Interfund Loan Policy documents the methods used by the City to demonstrate prudent financial management over interfund loans. The policy:

- Requires City Council approval of interfund loans, except for short-term working capital loans,
- Permits short-term interfund loans for working capital to cover Council-approved reimbursable grants and projects and other temporary timing differences in cash flows, and
- Prohibits interfund loans from being used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established.

II. BACKGROUND

Interfund loans are the lending of cash from one City fund to another for a specific purpose and with a requirement for repayment. The practice of interfund loans is a recognized and necessary aspect of municipal finance. Such loans are typically short-term in ~~nature, and~~ nature and constitute the allocation of resources between individual funds for working capital purposes.

III. POLICY

A. Long-term Loans

Interfund loans, other than short-term working capital loans, must be approved by the City Council. Council approval will include the following terms of the loan:

- Purpose of Interfund Loan
- Identification of the source fund
- Availability of unrestricted funds in the source fund
- Review of multi-year plans for use of source fund cash
- Analysis of legal or contractual restrictions
- Repayment of Interfund Loan

- Repayment must have a payment source and funding stream
- Specific repayment schedule
- Interest imposed at a rate equal to at least investment earnings if loan did not occur
- Other Considerations
- Feasibility of repayment
- Internal controls to monitor repayment

B. Short-term Loans

Short-term interfund loans for working capital to provide cash for Council-approved reimbursable grants and projects, are permitted. Short-term working capital loans are also permitted for temporary timing differences in cash flows when expenditures are incurred before revenue is collected. The source funds for working capital interfund loans are the General Fund and the Automotive Replacement Fund.

C. Prohibited Uses

- Interfund loans will not be used to solve ongoing structural budget issues.
- Interfund loans will not hinder the accomplishment of any function or project for which the lending fund was established.

City of Roseville

Request for Proposals (RFP) Policy

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I. INTRODUCTION

The purpose of this policy is to provide a uniform process for the issuance, evaluation, and selection of competitive proposals for services and/or customized goods.

II. DEFINITION

Request for Proposals (“RFP”) is a competitive proposal process whereby the City solicits proposals from potential proposers. The RFP process is used for requirements in which the desired outcome is known, but it is difficult to define the methodology or the exact materials or services required to achieve the desired results.

Objectives of the RFP process are to:

- A. Describe the City’s requirements and desired outcomes within a written specification;
- B. Solicit proposers for their proposed solutions;
- C. Describe key criteria to be used in the evaluation of proposals;
- D. Outline the terms and conditions under which the proposer(s) will operate or supply goods and/or services.

The City should use its best efforts to ensure that any RFP is as complete and thorough as possible, however should the scope of work or services of any RFP increase by twenty-five percent (25%) or more after publishing the RFP, that RFP should be withdrawn and any proposals rejected and a new RFP should be issued that includes the increased scope of work or services.

III. USE OF AN RFP

- A. Contracts for goods or services with an estimated value greater than the amount stated in Roseville Municipal Code (“RMC”) Sections 4.12.090 and 4.12.095 must be awarded by the use of competitive bids or an RFP, unless exempted by the City Council or law. Contracts for goods or services estimated to be equal or less than the amount stated in RMC Sections 4.12.090 and 4.12.095 may be awarded upon conclusion of informal interviews by representatives of the initiating department and other City staff, including the Purchasing Division (“Purchasing”), or by an RFP, as may be appropriate.
- B. Notwithstanding the foregoing, qualifying goods or services may be procured without issuing a RFP. A qualifying good or service is one where there is only a

single source for obtaining the particular good and/or service. Examples of sole source goods or services include, but are not limited to, patented, copyrighted, licensed items, specialized test equipment/facilities, critical schedule requirements, unique services, and standardized goods or services for which there is only a single source. Prior to contracting with a sole source, the initiating department shall complete the sole source authorization form. Furthermore, with respect to professional services with an estimated amount exceeding the amount stated in RMC Sections 4.12.090 and 4.12.095, such services may not be procured through sole source without the prior authorization of the City Manager and City Attorney.

IV. PUBLIC NOTICE

Public notice of the RFPs shall be given in the same manner as provided in RMC Section 4.12.090.

The originating department ("Department") should also generate a list of potential proposers to notify and direct them to the RFP section of the City's website to access the RFP.

V. FORM OF PROPOSAL

- A. City staff must use the City's latest version of the RFP template for the initial framework of the document and the City's Purchasing Guidelines should also be referred to. The RFP content should define the Department's needs and describe the scope of the work, allowing the potential proposer to develop the project details.
- B. Late proposals shall not be accepted, however staff may extend the time for submission of all proposals.
- C. Each proposal must be signed by an authorized representative of the proposer and include the legal name of the proposing organization and the signer's title. By signing the proposal it is presumed that the signer has authority to bind the proposer to the proposal's terms.
- D. RFPs are scored based on the criteria presented in the RFP. Proposers may propose any method or process to satisfy the scope of work in the RFP that maximizes responsiveness to the criteria stated in the RFP.

VI. EVALUATION FACTORS

Award of a RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

Proposals submitted will be reviewed by an evaluation panel. Members of the evaluation panel shall be comprised of City staff and at the option of City may include non-City staff upon approval of the City Manager and City Attorney. After the initial evaluation, proposers that have submitted the best and most complete proposals may be invited to one or more interviews. The number of proposers invited to an interview may vary depending upon the number of proposals submitted.

The RFP may indicate the relative importance of evaluation factors. The following are representative evaluation criteria that may be considered by the Department when preparing a RFP:

- A. Reputation and Experience. Does the proposer have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of his/her clients? Does the proposer have sufficient experience in the kind of work required?
- B. Capability and Availability of Staff. Does the proposer have qualified and experienced staff needed to perform the work?
- C. Understanding of the Problem. Does the proposer demonstrate a thorough understanding of the issues and has it developed a relevant and effective approach?
- D. Proximity of the Proposer. Although no preference shall be given to local businesses, proposer's office and/or staff proximity to City of Roseville offices or work location as it relates to the proposer's ability to be responsive to the project requirements may be considered.
- E. Cost. Whenever possible and appropriate, a proposer's fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. Whenever possible, RFPs should specify methods of submitting proposed costs that can be compared directly with competing proposals.

The City reserves the right to make a selection without interviews; therefore, the proposal should be submitted on the most favorable terms that the proposer might propose.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process:

- Quality of presentation
- Ability to meet the City's business goals
- Communication style

A contract will be negotiated with the proposer considered best meeting the City's need for the project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the proposer considered next best in meeting the City's needs for the particular project.

The selected proposer will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

Evaluation Score Sheets. Upon a request pursuant to section 1.8 below, a proposer is entitled to a master averaged score sheet that reflects the averaged evaluation scores of the proposers during the evaluation panel's initial evaluation and the ranking of proposers from any interview (individual score sheets and/or notes are temporary and are not retained following a determination of the evaluation panel). The master score sheet and ranking shall be prepared by City staff prior to notifying any proposers of the results.

VII. DISCUSSIONS WITH PROPOSERS AND REVISIONS TO PROPOSALS

- A. As provided in the RFP, discussions may be conducted with responsible proposers. These discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. The proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted prior to the evaluation panel's determination of the award recommendation for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- B. After the evaluation panel has determined the proposer(s) to be recommended for award, the Department may enter negotiations with the recommended

proposer(s) to finalize proposed services and price before the evaluation panel's formal notice of intent to award is made.

VIII. AWARD PROCESS

- A. The award is made to the proposer(s) that is determined to best meet the overall needs of the City. For contracts for goods or services with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095, the award of such contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract with an estimated value greater than the amount stated in RMC Sections 4.12.090 and 4.12.095.
- B. Rejection of RFP. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any proposer(s) in response to any RFP. RFPs do not constitute any form of offer to contract.
- C. Multiple Award. The City reserves the right to award the contract to multiple proposers when applicable.
- D. A formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

IX. PUBLIC DISCLOSURE

In accordance with the California Public Records Act, proposals submitted in response to a RFP, master averaged score sheets from the initial evaluation, and/or rankings from any interview shall be made available upon a public records request only after: (1) the proposal evaluation process is complete, (2) a contract has been negotiated, and (3) notice of intent to award has been made and/or the contract is placed on a City Council meeting agenda.

X. PROTESTS

- A. Protest Requirements
 - 1. Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be

allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

2. RFPs must include a notification to prospective proposers of this protest policy.
3. Departments must notify and consult with Purchasing and the City Attorney's Office immediately upon becoming aware of any potential or actual protest. In the event of a proper protest, the RFP process shall be stayed pursuant to Section X (D) of this Policy.

B. Grounds for Protest

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

C. Administrative Review

Upon receipt of the protest in accordance with Section X (A), and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

D. Stay of Action during a Protest

In the event a protest is filed under Section X, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

**City of Roseville
Internal Control Policy**

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I. INTRODUCTION

The purpose of this City policy is to document the internal control framework adopted by the City and to formalize certain policies and procedures to further the goal of fiscal responsibility through effective and comprehensive internal controls.

II. BACKGROUND

The City has a responsibility to taxpayers, ratepayers and constituents regarding stewardship of public funds and other assets. In the City's efforts to serve the public as City officials or employees, the City establishes this Internal Control Policy using recognized best practices and state and federal guidelines. California Government Code (GC) section 12422.51 requires the State Controller to develop internal control guidelines applicable to local agencies. The intent of the legislation was to assist local agencies in establishing a system of internal control to safeguard assets and prevent and detect financial errors and fraud. The City's Internal Control Policy conforms to the State Controller's Office (SCO) Internal Control Guidelines for California Local Agencies, as well as to the federal Office of Management and Budget (OMB)'s "Green Book", Standards for Internal Control in the Federal Government. The internal control framework adopted by the SCO and OMB in their guidelines was originally developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), an organization that develops guidelines for businesses to evaluate internal controls, risk management, and fraud deterrence.

Internal control is defined as a process effected by an entity's oversight body, management and other personnel that provides reasonable assurance the entity's objectives will be achieved. Internal controls are policies and procedures put in place to help achieve goals and objectives. There is however an inherent limitation on the effectiveness of any internal control due to the cost/benefit relationship that must be considered, meaning that the cost of the internal control should not outweigh the potential benefit of the control.

III. FIVE COMPONENTS OF INTERNAL CONTROL

Internal control is comprised of five components that work together in an integrated framework:

- Control Environment
- Risk Assessment
- Control Activities
- Information and Communication
- Monitoring Activities

A. Control Environment

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the City's personnel; the way management assigns authority and responsibility and organizes and develops its personnel; and the attention and direction provided by the City Council.

The control environment is the set of standards, processes, and structures that provide the basis for carrying out internal control across the City. The City Council and management establish the “tone at the top” regarding the importance of internal control, including expected standards of conduct, which then cascade down throughout the various levels of the organization and have a pervasive effect on the overall system of internal control. The control environment extends beyond the idea of culture and comprises the following:

1. The City’s integrity and ethical values
2. The City Council’s oversight responsibilities
3. The assignment of authority and responsibility
4. The process for attracting, developing, and retaining employees
5. The measures, incentives, and rewards to drive accountability for performance

The City’s control environment is influenced by a variety of factors including its history, values, market, and the competitive and regulatory landscape. An organization that establishes and maintains a strong control environment positions itself to be more resilient in the face of internal and external pressures.

The City’s policies and procedures include but are not limited to:

1. City Management has established the values and operating style for the organization through its Core Competencies, policies and procedures, and communicated them to all employees.
2. City Council and management receive and update their ethics training as required by AB 1234.

3. The City regularly considers the structure of the organization in terms of its size and the nature of its operation.
4. Management has established policies and practices reflecting expectations of competence.
5. Management provides the mentoring and training needed to attract, develop, and retain sufficient and competent personnel.

B. Risk Assessment

A local government's risk assessment process involves identifying risks to achieving organizational objectives, assessing the design of internal controls that mitigate these risks, and assessing whether the controls are effective. Risk assessment must be conducted by management on an on-going basis and include the following steps:

1. Define objectives clearly to enable the identification of risks and define risk tolerances.
2. Identify, analyze and respond to risks related to achieving the defined objectives.
3. Consider the potential for fraud when identifying, analyzing and responding to risks.
4. Identify, analyze and respond to significant changes that could impact the internal control system.

Internal changes such as changes in operating activities, the control environment, or organizational structure in addition to external changes such as changes within the regulatory environment, technological and economic changes all have an effect on risk. For this reason, a continuing effort to assess changes in risk and their effect on internal controls must be conducted.

The City's policies and procedures include but are not limited to:

1. City management addresses risk assessment in conjunction with the supervision of staff. When providing direction to staff in the performance of their duties, management may identify information as to the types of errors, policy violations, fraud, or noncompliance to which they should be attentive in the performance of their duties.

2. City Department Head Team communicates regularly about new or changed risks, conditions, actions, or events that may impact the ability of departments to manage the risks relevant to their operations.
3. Finance personnel attend training sessions to become aware of new accounting pronouncements and emerging issues in order to further identify and manage risks associated with proper financial reporting.
4. Departments send staff to conferences and program training sessions for the purpose of identifying likely risks of noncompliance, fraud, and error relevant to the programs that they manage.
5. The Information Technology (IT) Department periodically identifies and communicates risks for which employees should be particularly vigilant.

C. Control Activities

Control activities are the policies and procedures that help ensure that management directives are carried out. Control activities, whether within IT or manual systems, have various objectives and are applied at various organizational and functional levels. Examples of specific control activities include those relating to the following:

1. Authorization
2. Financial performance reviews
3. Information processing
4. Physical controls
5. Segregation of duties

The City's policies and procedures include but are not limited to:

1. Staff perform timely bank reconciliations as an effective tool to detect errors.
2. Internal financial reports are reviewed and compared to budget on a periodic basis and variances are investigated.
3. Purchasing guidelines are established that detail authorization limits, when contracts are required, and when purchases are subject to bidding or informal quotes.

4. Positive pay, which is a banking service to quickly detect check fraud, is employed.
5. Investment and debt policies are approved by Council to define the parameters and authorizations for investing and issuing long-term debt.
6. Procedures are established to ensure timely repayment and compliance with on-going debt covenants.
7. The Council-adopted budget ordinance is the policy used to establish budgetary control and the approval process required for budget adjustments.
8. Exceptions to any City policy or Administrative Regulation must be documented in writing and approved by an Assistant City Manager or the City Manager.

D. Information and Communication

Information is necessary for an entity to carry out internal control responsibilities to support the achievement of its objectives. Management obtains or generates and uses relevant and quality information from both internal and external sources to support the functioning of other components of internal control. Communication is the continual, iterative process of providing, sharing, and obtaining necessary information. Internal communication is the means by which information is disseminated throughout the organization, flowing up, down, and across the entity. It enables staff to receive a clear message from management that control responsibilities must be taken seriously. External communication is twofold as it enables inbound communication of relevant external information and provides information to external parties in response to requirements and expectations.

Communication is not an isolated internal control component. It affects every aspect of an organization's operations and helps support the system of internal control. The feedback from this communication network can help management evaluate how well the various components of the system of internal control are working.

The City's policies and procedures include but are not limited to:

1. The City Council adopts annual budgets and budget adjustments after a budget development process that encourages public engagement.

2. Staff provide quarterly financial reports to the City Council for review.
3. City management provides written instructions to all financial personnel with a role in the budget development and year-end close processes.
4. The City uses intranet and internet sites to communicate important information to employees, the City Council, and the public. Information provided on internet sites includes annual financial reports, adopted budgets, and summaries of City Council actions.
5. The City uses management-authorized job descriptions for all personnel.
6. The City monitors events at the state and national levels for pertinent legislative and regulatory actions.
7. Meetings of management personnel are conducted to review City Council agenda items, new initiatives, budget updates, and other important information.
8. City departments conduct staff meetings which provide an opportunity for information sharing up, down, and across the organization.
- ~~8.~~9. The City uses a whistleblower communication protocol called “Speak Up” for reporting potential wrongdoing, which allows anonymous reporting as an option and is a direct communication channel to the City Manager.

E. Monitoring

Monitoring involves evaluating the effectiveness of internal controls on an on-going basis and taking remedial actions when necessary. On-going monitoring activities often are built into the normal recurring activities and include regular management and supervisory activities. Management’s monitoring of controls includes considering whether they are operating as intended and that they are modified as appropriate for changes in conditions.

The City’s policies and procedures include but are not limited to:

1. Staff use the quarterly review of budget-to-actual reports to ascertain the on-going quality of the accounting controls that are used to produce reliable and consistent financial information about the City.
2. Staff respond to information received from employees regarding the accuracy of their payroll checks in order to give the City information

about the quality of the internal controls associated with the payroll process.

3. Staff respond to information received from vendors regarding the accuracy of payments made on vendor invoices in order to give the City information about the quality of the internal controls associated with the accounts payable process.
4. Staff respond to information received from customers regarding the accuracy of utility billings in order to give the City information about the quality of the internal controls associated with the utility billing system.
5. Staff follow up on corrective action plans for audit findings until recommendations are implemented.

City of Roseville

Procurement Code of Ethics Policy

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I. INTRODUCTION

Public employees are stewards of public funds and must ensure that expenditures of public funds, such as through the procurement and contracting process, occur in an ethical and responsible manner. All employees must perform their duties impartially to assure fair, competitive access to governmental procurement and to discourage conduct that is inconsistent with the proper execution of the employee's duties. Moreover, public employees must maintain a standard of conduct that inspires public confidence and trust in the integrity of the City's procurement process.

II. PURPOSE

The purpose of this policy is to provide a well-defined and established code of ethics for City of Roseville employees, including public procurement professionals, who interact with the public and represent the City in any way in relation to all procurement activities and to ensure integrity in the procurement and contract process.

III. POLICY

It is the policy of the City of Roseville to foster public confidence in the integrity of the City's procurement process by ensuring that all employees who engage in public procurement adhere and commit to the City's Procurement Code of Ethics Policy to perform their duties with integrity, honesty, fairness, and transparency and to avoid conflict of interests, engaging in questionable practices, and offers of personal benefit. All employees shall uphold the following standards:

IV. GENERAL STANDARDS OF CONDUCT

- A. Employees shall act impartially and with the highest degree of integrity to foster public confidence in city government, and will make every effort to ensure open and fair competition for all available City business in accordance with the Roseville Municipal Code and this Policy.
- B. Employees shall conduct themselves in a courteous and professional manner with vendors, contractors, consultants and suppliers, henceforth referred to as "vendors"; internal customers, and members of the public with whom they come into contact, striving to act objectively and without discrimination or bias of any form.
- C. Employees shall not use confidential or sensitive information acquired in the course of their duties for personal gain or for the benefit of family or friends, and will act only within the official level of their authority.

- D. Employees shall keep their supervisor informed as necessary, immediately upon learning of a potential or existing problem that may impact the integrity of a procurement or contract activity.
- E. Employees shall not willfully or unlawfully conceal, remove, mutilate, falsify, or destroy any government document or record, nor shall they make any false or fictitious statements in connection with any official procurement matter, document or record.

V. CONDUCT WITH OUTSIDE VENDORS AND CONTRACTORS

- A. Employees shall base all purchases on the principle of competitive bidding/quotes consistent with the existing laws and policies of the City.
- B. Employees shall grant all competitive quotes or bids equal consideration, regard each transaction on its own merits, and promote fair, ethical, and legal trade practices. Employees shall not give out information about bids or bidders prior to bid opening. Any information provided must be provided in a controlled manner to ensure that all potential bidders receive the same information at the same time.
- C. Employees shall refrain from showing favoritism or being influenced by outside vendors through the acceptance of gifts, gratuities, loans or favors.
- D. Employees shall refrain from requiring outside vendors to pay to be included on an approved or preferred vendor/contractor list.
- E. Employees shall refrain from requesting donations of goods or services to the City.
- F. Employees shall avoid the exertion of undue influence or abuse of power.

VI. CONFLICT OF INTEREST IN PROCUREMENT

- A. Employees shall avoid all potential or actual conflicts of interest to ensure that all procurement decisions are made in an independent and impartial manner.
- B. Purchasing staff and others who regularly participate in contract activities on behalf of the City must disclose relevant financial interests as required by State

Law and by City policy and to annually review those statements in conjunction with this Policy and other ethical standards.

- C. If a possible conflict of interest is identified, it must be reported to the Department Head and reviewed and documented with the City Attorney's Office.
- D. Employees involved in a procurement selection process shall not accept, directly or indirectly, any tangible or intangible benefit valued at \$50.00 or more (including, but not limited to, money, gifts, favors, entertainment, discounts, passes, transportation, accommodation, hospitality, meals or offers of employment, etc.) from any person, firm, organization, company or corporation, that may influence or give the appearance of influencing procurement-related decisions, within six months before or after a contract award.
- E. Employees shall declare a conflict when a vendor is to be selected for contract award that employs them, or their immediate family member or partner, or is about to employ them.
- F. Employees shall, upon learning that the City is conducting or intends to conduct business with a vendor with which they, or a member of their immediate family have a financial interest, immediately disclose this real or apparent potential conflict of interest to their supervisor and refrain from all activity with respect to this vendor.
- G. Employees shall not, in the performance of their official duties, participate directly or indirectly in any matter pertaining to any contract, or subcontract, and any solicitation or proposal thereof, in which to the employee's knowledge:
 - 1. They or any member of their immediate family has a substantial financial interest;
 - 2. A business or organization in which they or any member of their immediate family has a substantial financial interest as an officer, director, trustee, partner or employee, is a party; or
 - 3. Any other person, business, or organization with whom they or a member of their immediate family is negotiating or has an agreement concerning prospective employment, is a party.

- H. Direct or indirect participation, for purposes for Section (VI)(G), shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement transaction, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- I. Employees and members of the employee's immediate family shall not enter into an agreement (contract or purchase order) with the City of Roseville, and the City shall reject all bids and proposals that are submitted by a City employee's immediate family.

VII. CONFLICT OF INTEREST CHECKLIST

- A. Employees should consider all of the following questions to determine whether a potential or actual conflict of interest exists through their participation in a proposed procurement or contract activity:
 - 1. Personal Relationships
 - a) Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with this assignment?
 - b) In your opinion, might this affect your judgment or your ability to execute this assignment in a fair and impartial manner?
 - 2. Stock and Investments
 - a) Do you own any stock in any company likely to be affected by or involved in the proposed procurement activity?
 - b) Does your spouse, domestic partner, or a dependent own any stock in any company likely to be affected by or involved in the proposed procurement activity?
 - c) Do you hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?

- d) Does your spouse, domestic partner, or a dependent hold any investments in any entity (e.g., partnership, limited liability company, or a trust) likely to be affected by or involved in the proposed procurement activity?

3. Employment and Consulting

- a) Is your spouse, domestic partner, or a dependent employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- b) Has your spouse, domestic partner, or dependent been previously employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?
- c) Have you been employed/retained by anyone likely to be affected by or involved in the proposed procurement activity?

4. Payment or Gifts

- a) Within the past 12 months, have you received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?
- b) Within the past 12 months, has your spouse, domestic partner, or a dependent received any payments or gifts of \$50.00 or more from anyone likely to be affected by or involved in the proposed procurement activity?

5. Real Estate

- a) Do you own real property that is likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent own real property that is likely to be affected by or involved in the proposed procurement activity?

6. Positions

- a) Do you currently hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?
- b) Does your spouse, domestic partner, or a dependent hold a position (e.g., member of a board of directors) of any entity (e.g., a company, partnership, association, nonprofit) that is likely to be affected by or involved in the proposed procurement activity?

7. Are you aware of any facts or circumstances that might give someone the impression that your participation in this process would create a conflict of interest?

VIII. CONFIDENTIALITY DURING THE EVALUATION PROCESS

City employees, vendors, and outside evaluators who participate in the evaluation process shall not share any information about responses received and the evaluation process until the City issues a Notice of Intent to Award.

City of Roseville

Roseville Electric Utility Financial Policy

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I. PURPOSE

The purpose of Roseville Electric Utility's financial policies is to provide management guidance to maintain a fiscally sound utility.

II. BACKGROUND

Establishing financial policies assists the utility by:

1. Providing long term direction
2. Providing guidance for managing resources
3. Setting goals for rate planning
4. Maintaining and improving bond ratings and outlooks
5. Adopting metrics to measure and sustain a strong financial position.

Roseville Electric Utility uses financial ratios from these policies to analyze performance trends and compare financial results to other utilities. These ratios and benchmarks are also used by credit rating agencies, investors, and bond insurers to measure credit worthiness.

III. POLICY

The five financial policies include:

- Rate Stabilization Fund
- Debt Service Coverage Ratio
- Days Cash on Hand
- Fixed Cost Coverage
- Debt Service Reserve

1. Rate Stabilization Fund

Maintain a rate stabilization fund (contingency reserves) balance of a minimum 40% and maximum 90% of operating expenses with a target balance of 65%.

The purpose of the rate stabilization fund is to provide reserves to cover large contingencies such as fluctuation in fuel costs, while limiting or leveling out the impact of cost increases to rate payers. Reserve adequacy is reviewed carefully by rating agencies, bond insurers, and bondholders when evaluating a company's financial position.

The balance in the rate stabilization fund will fluctuate from year to year as funds are transferred into and from operations, maintaining level rates for our customers. The goal is to maintain an average target for the rate stabilization fund of 65% of the annual operating expenses, accepting a range of 40% to 90% in any fiscal year. By establishing a goal to maintain the rate stabilization fund at 65% of operating costs, Roseville Electric Utility should possess sufficient reserves available for contingencies.

2. Debt Service Coverage Ratio

Maintain an annual debt service coverage ratio of minimum 2.0. Maintain a debt service coverage requirement as required by bond covenants.

The debt service coverage ratio is one of the primary measures of a utility's financial position. This ratio calculates funds available to pay debt service and measures a utility's ability to meet its annual debt obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our annual debt obligations. The formula is (annual net revenues annual debt service obligations).

3. Days Cash on Hand

Maintain a cash balance (excluding restricted items) greater than 250 days.

Days cash on hand is an indication of how many days operating expenses could be paid before additional income is needed. It measures a utility's ability to meet its annual operating obligations. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating our ability to meet our operating obligations. The formula is (cash*365 / annual operating expenses - depreciation).

Restricted cash and cash held with joint powers agencies are excluded from the calculation.

4. Fixed Cost Coverage

Minimum fixed cost coverage ratio of 1.5.

Fixed cost coverage is an indication of how many times fixed costs can be paid from income. This is a key indicator used by rating agencies, bond insurers, and investors in evaluating the utility's ability to pay fixed costs. The formula is (Net revenue – net transfers (including General Fund transfers) not included in net revenue + total debt service) / (total debt service). The debt service includes Roseville's off balance sheet debt obligation held by joint powers agencies.

5. Debt Service Reserve

Maintain a fully funded debt service reserve as required by bond covenants.

Debt service reserve ensures adequate cash is available to fund payments to bond holders. Actual cash is held by a fiscal agent and a reservation of fund balance is recorded in the financial statements. The value is set by bond covenant documents and is typically equal to one full year of debt service.

City of Roseville
Environmental Utilities Financial Management Policy

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April 2015

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1. Executive Summary

The Roseville Environmental Utilities Department (the “EUD” or the “Department”) manages the city’s water, wastewater and solid waste utilities (the “Utilities”). The Utilities are separately managed financial entities and as such, each faces different constraints and environments and must manage its finances accordingly. With this notion in mind, the Utilities developed this Financial Management Policy (the “Policy”) with the intent of giving each Utility a set of guidelines with which it can successfully and prudently manage its finances.

The Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and establishes targets for sizing Reserves (previously 10% of Operating Expenses).

Specifically, the Policy sets cash flow management guidelines for both the debt holding and non-debt holding enterprises and recommends reserve levels based on each Utility’s respective risk profile. To the extent that a Utility holds public debt, the Policy establishes Debt Service Coverage (“DSC”) targets to ensure the Utility’s ability to meet both its operating and debt service obligations; otherwise, the Policy recommends managing cash flow by targeting an Operating Ratio (Operating Income divided by Operating Expenses). The Policy then sets recommends reserve levels in order to help the Utilities manage exposure to operating risks, critical failures, and rate volatility. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from their prescribed targets.

2. Introduction

The Utilities are publicly-owned community assets for the City of Roseville (“Roseville” or the “City”) that provide safe, reliable, competitively-priced water, wastewater, solid waste, and recycled water services to all of their customers. The Utilities prepared the Policy with the intent of establishing guidelines for managing the financial profiles of each Utility.¹

The Policy is divided into six sections: Purpose, Defining Financial Strength, Enterprise Fund Fees and Rates, Rehabilitation Funds, Recommended Debt Service Coverage and Operating Ratio Policies, Recommended Reserve Policies, and Interaction between Coverage and Reserves.

It is intended that to maintain relevance, the Utilities will revisit the Policy periodically if there is a material change in risk exposures or conditions.

¹The Policy focuses on the Water, Wastewater, and Solid Waste Utilities as the Recycled Water Utility does not keep independent financial records but is currently part of the Wastewater Utility.

3. Purpose

The purpose of this Financial Management Policy is to provide a set of guidelines for prudently managing the financial profiles of the Utilities. In practice, this Policy will discipline the budgeting and rate setting practices, establish guidelines to improve the financial health of each Utility over the long term, and seek to balance the need for capacity growth while maintaining competitively low rates.

Like all enterprises, the Utilities manage cash flow to cover expenditures and hold reserves to address anticipated and unanticipated funding requirements.

The Policy is based upon the understanding that the following factors are important and should serve as the relevant goals of the Policy. These goals establish that each Utility should:

1. Manage rates to avoid significant year-over-year rate adjustments.
2. Strive to maintain and invest in its respective system.
3. Maintain reserves for financial exposures.
4. Cost-effectively obtain funds to maintain and invest in its respective system.

The Policy is further intended to offer the Roseville City Council (the “City Council”) guiding directives to staff for decisions and recommendations related to the financial profile of each Utility.

The Policy is not prescriptive in terms of how the Utilities set rates; however, there is a nexus between the rates that each Utility charges and its respective financial profile. While the Policy attempts to recognize the balance between each enterprise’s risk management, financial risk management and rate setting, the Policy cannot resolve conflicts between competing objectives and so it instead provides guidelines for the financial management of each Utility to be considered by the City Council and staff in coordination with other considerations.

4. Defining Financial Strength and Credit Considerations

The Utilities’ businesses are subject to a number of significant environmental, market, and regulatory considerations on national, state, and local levels. The determination of financial strength is subjective, but it ultimately relates to the expectation that the Utilities can continue to meet their primary financial goals in the context of the macro considerations that each Utility faces.

Anticipated and Unanticipated Financial Considerations

One characteristic of financial strength is the ability to prepare for anticipated events and obligations including, but not limited to:

- Operation and maintenance expenses (O&M).
- Debt service payments.
- Exposure to weather related events such as droughts.
- Response to existing or impending regulations.

Another characteristic of financial strength is the ability to address unanticipated considerations including, but not limited to:

- Unanticipated general reduction in customer demand.
- One or more operational events (natural disaster or other events including force majeure, etc.) that could dramatically increase costs or reduce resource options, the loss of one or more large customers.
- Market disruption that increases the cost of borrowed funds.
- Counterparty's inability to perform on a contract.
- Change in regulatory or environmental regulations.
- Unanticipated increase in compensation costs.

While such considerations are by nature, unanticipated, the Policy recognizes that the financial strength of each Utility is at least partially related to the ability to address such considerations should they arise.

Ratings as Indicators of Financial Strength

While credit ratings are important yardstick indicators of financial strength, the Policy is not focused on maintaining credit ratings but rather the overall financial strength of the Utilities as only some of the Utilities have or will have ratings. It is expected, however, that by following the guidelines of the Policy, the Utilities will maintain strong credit ratings.

Specifically, it is expected that the Water Utility will be able to maintain A+ category ratings and will be able to make a strong case for AA- category ratings while the Wastewater Utility will be able to support the South Placer Wastewater Authority ("SPWA") in maintaining A or higher, category ratings. SPWA issues debt on behalf of the City of Roseville, Placer County and South Placer Municipal Utility District for regional wastewater treatment facilities to be used by these agencies.

5. Enterprise Fund Rates and Fees

Environmental Utilities are 100% self-sufficient. The primary revenue streams for the Utilities are rates and fees established by the City Council. This Policy identifies the manner in which rates and fees are set and the extent to which they cover the cost of services provided. A revenue system that requires the identification of both the cost of the programs and the portions of the cost that will be recovered through those revenues allow the Department and its utility customers to develop a better understanding of the cost of services and to consider the appropriateness of established rates and fees.

Policy

The City will set rates and fees at levels related to cover the reasonable cost of providing services which includes direct and indirect costs such as operating and maintenance, overhead, infrastructure rehabilitation, and debt service. The Department will review these rates and fees annually in the budget process and will recommend rates that are expected to produce revenues sufficient to fully fund the reasonable costs of providing services. Further,

- All rates and fees shall be adopted in accordance with the provisions of Prop 218 and AB1600.
- The City will examine utility rates through the cost of service process every two years or as otherwise determined in an effort to avoid the rate shock that occurs when rates are evaluated less frequently.
- Revenue and expenses will be projected using conservatism.
- Revenue requirements will be based on long-term planning objectives.

During the rate and fee setting process, the City will consider the rates and fees of other agencies as comparing the City's rates and fees to other agencies' provides useful background information because:

- Other agencies' rates and fees reflect in some ways the current "market's" rates for similar services provided by the Utilities and can assist the City is assessing the reasonableness of proposed rate and fee changes.
- They can serve as a benchmark for how cost-effectively the Utilities are providing their services.

Rates and fee comparisons, however, should never be the sole or primary criteria used in the City's rate and fee setting process. The City should also place under consideration:

- What level of cost recovery is the rate and/or fee intended to achieve?
- What costs are considered in the computation of rates and fees?
- Timing: When was the last time the other agencies' fees were comprehensively evaluated?

- What level of service do the other agencies provide compared to the City's?
- Are other agencies' rate structures significantly different than the City's and what is each entities' rate structure intended to achieve?

6. Rehabilitation Funds

The Utilities have established Water, Wastewater and Solid Waste Rehabilitation Funds (the "Rehabilitation Funds". The Water and Wastewater Rehabilitation Funds administer the capital rehabilitation and replacement of existing infrastructure assets. Solid Waste Rehabilitation Funds are used for the rehabilitation and replacement of bins and cans.

Policy

Sources of Revenue

The primary source of revenue for the Rehabilitation Funds is Utility rates. City Council adopted Utility rate schedules include an amount for the rehabilitation or replacement of infrastructure assets or capital assets for each utility. The rates are collected in the Operations Funds and transferred to the Rehabilitation Funds.

The Wastewater Rehabilitation Fund also includes local wastewater connection fees. These fees are collected for the specific purpose of purchasing and/or replacing capital equipment required for the maintenance of wastewater facilities. Other sources of revenue for the Wastewater Rehabilitation Fund include:

- Interest earned on unexpended funds or reserves that will remain in the Rehabilitation Funds and be available for approved expenditures.
- Any grant, loan, or other source of revenue obtained for the purpose of capital rehabilitation or replacement or infrastructure assets will be included in the Rehabilitation Fund, made available for approved expenditures, and accounted for as required by the grant, loan, or other source.

Expenditures

Rehabilitation Funds may only be used for Water and Wastewater infrastructure asset or Solid Waste capital asset capital rehabilitation or replacement expenditures. These expenditures:

- Must serve the purpose of benefiting the existing Water, Wastewater, or Solid Waste Utility customers.
- Must be approved by City Council.
- Must be included in the Rehabilitation Plan unless needed for unanticipated utility emergency purposes.

- May include updates necessary to comply with changes to regulatory requirements.
- Must be necessary to maintain the existing level of service which may include technological advancements.
- Must not increase capacity or conduct improvements beyond the scope described above.
- May be approved to pay for the respective utilities' debt service.
- If incurred in conjunction with an outside source of revenue (i.e. grant), must be accounted for as required by the outside revenue source.

Investments

Investments must be made in accordance with City investment policies.

Fund Balances

The Rehabilitation Funds will be administered independent of each other and of any other funds within the Utilities or the City. Lending of funds to or from the Rehabilitation Funds must be approved by City Council, must be considered only for the benefit of the respective water, wastewater, and solid waste systems and utility funds, and only for the benefit of the respective water, wastewater, and solid waste customers. Interest will be paid at the then prevailing interest rate for city-pooled investments. Further, the majority of each Utility's Rehabilitation Fund balances should be invested or held in "liquid" assets (e.g. cash, money market accounts, treasuries, etc.) in order to ensure that immediate rehabilitation expenses can be met in a timely manner. Lending from the Rehabilitation funds will only be considered if they do not conflict with planned capital plan needs over the horizon of the repayment period.

Assessment of Capital Plan

The water and wastewater capital rehabilitation and replacement needs will be reevaluated periodically. Items to be considered include, but are not limited to:

- Asset lifetimes by class of asset
- Inflation rates for both operating and capital costs
- Unit costs for asset replacement
- Fund interest yield rates
- Condition, criticality, and operational usefulness of assets
- Desired levels of service
- Consequences when desired levels are not met
- Risk of asset failure and level of acceptable risk of failure
- Measurements of various asset attributes that indicate how well an asset performs

The amounts transferred from Operation Funds to Rehabilitation Funds will be adjusted as necessary to reflect changes in the rehabilitation and replacement funding requirements. The impact of such adjustments on utility rates will also be analyzed to determine if an adjustment to water, wastewater, or solid waste utility rates is necessary.

Roseville Public Utilities Commission

The Roseville Public Utilities Commission will provide recommendations on the implementation of these policies, as appropriate, consistent with their role as an advisory body to the Roseville City Council.

Rehabilitation Fund Policy Review

The Rehabilitation Fund Policies designate a reassessment of the policies from time to time to determine if any changes are necessary. Any changes must be approved by the City Council.

7. Recommended Debt Service Coverage and Operating Ratio Policies

This Policy recommends managing funds primarily to Debt Service Coverage (“DSC”) or Operating Ratios while maintaining a focus on reserves as well in order to meet each Utility’s management goals.

Policy

A practical minimum DSC is 1.00x without reserves because at 1.00x, the Utilities are paying operating costs and debt service on a cash flow basis. There are, however, below the line cash outflows that should also be considered.

Direct Debt Service Coverage and Operating Ratio Policy

This Policy recommends the Water and Wastewater Utilities maintain DSC of 1.80x. This level maintains a cushion above the bond covenant requirement of 1.10x for the Wastewater Utility and 1.20x for the Water Utility. At 1.80x DSC, the Water and Wastewater Utilities can reliably use cash flow to pay for their operations including related depreciation expenses. The 1.80x DSC would leave adequate cash funding available to invest in general system improvements; however, significant capital improvements or additions would probably have to be financed with debt. This strikes a balance between funding capital through higher rates paid by current customers and funding capital through bond financing paid by future customers.

The Solid Waste Utility has historically enjoyed stable Net Operating Revenues. Due to the lack of volatility and overall lack of depreciable assets, it is recommended that the Solid Waste Utility maintain an Operating Ratio of 1.30x. The 1.30x Operating Ratio would leave

sufficient cash funding available to invest in any necessary capital improvements on a pay-go basis.

Using Reserves to Meet Coverage

The Policy recommends that the Utilities calculate DSC and Operating Ratios without Reserves and without accounting for Rate Stabilization Fund draws. The use of rolling coverage in calculating DSC is very useful for legal compliance purposes but it is not recommended for operating and financial management purposes as it may give an inaccurate depiction of financial health.

8. Recommended Reserve Policy

Reserves are important to the Utilities because they help to:

- Ensure cash exists for the timely payment of bills.
- Maintain the short-term and long-term financial health of each Utility.
- Maintain stable rates for customers.
- Fund unanticipated cost contingencies.
- Ensure funds exist for system improvements.
- Act as a significant factor in bond ratings.
- Identify when financing should be procured.
- Identify the need for rate actions.

Policy

The most common approach to sizing Reserves is by number of days of expenses. Water and wastewater utilities of about equivalent size to the City of Roseville Water and Wastewater Utilities typically have reserves of at least 250 days. Reserves of approximately 365 Days' Cash would be more typical for AA-/A+ category rated utilities and would be more appropriate to match the risks that the Water and Wastewater Utilities manage. It is recommended that the Solid Waste Utility maintain Days' Cash of approximately 90 days for the reasons described below.

Operating Risk Management

The Utilities use reserves to handle fluctuations and adjustments in every day expenses. It is recommended that each Utility maintains approximately 90 days' worth of Operating Expenses as one subcomponent of the Reserves. Such reserves would, amongst other things, be intended to cover timing issues with regard to payments, fluctuations in purchased water costs, and other operational issues. In consideration of these fluctuations in cost and cash requirement, 90 Days' Cash for regular operation management is a modest first component of the recommended Reserves.

System Critical Failure

Each Utility should consider maintaining a portion of the Reserves that is for a single emergency event (e.g. treatment facility closure, conveyance disruption, etc.). In total, it is recommended that the Reserves set aside for system critical failure be equivalent to approximately 1.0 - 2.0% of the Capital Assets belonging to each respective Utility. Due to the lack of Capital Assets possessed by the Solid Waste Utility, it is not recommended that the Solid Waste Utility keep any reserves for the event of a system critical failure. This component of the Reserves may be forgone if it is determined that each Utility's exposure to critical failures is adequately covered through insurance.

Rate Stabilization

In addition to addressing operating and maintenance issues, Reserves serve two other important purposes:

1. Reserves act as a shock absorber for ratepayers.
2. Reserves offer security to each Utility's debt holders. If an unusual financial or operating event leaves a Utility short of cash, Reserves can be used to avoid an immediate increase in rates to cover the shortfall.

Keeping some Reserves for rate stabilization would allow the Utilities to ensure that under virtually no circumstance would an Event of Default situation occur within a single year, and that the City Council would have the year to contemplate ways to prevent investors from enforcing rate actions on the Utilities' customers.

For such reasons, it is advisable that the Water and Wastewater Utilities target Reserves sized for rate stabilization at approximately 50% of annual operating expenses or roughly 180 Days' Cash.

Because the Solid Waste Utility does not hold any debt and has historically experienced very stable net revenues, it is recommended that the Solid Waste Utility not hold any reserves for the purpose of rate stabilization.

Other Uses for Reserves

The aforementioned categories are those that most clearly merit the allocation of Reserves but are by no means the only categories of financial exposure that the Utilities could manage with Reserves. For instance, the Utilities have significant Pension and Other Post-Employment Benefit liabilities that could generate a cash requirement. Further, to the extent that the Solid Waste Utility faces fees for the closure of a landfill or similar occurrence, it may be prudent to hold additional reserves for such an event. Other risk categories such as interest rate exposure are relatively small and do not need to be reserved for separately, but are real risks that could potentially be managed with Reserves.

Reserve Policy Summary

These recommendations would suggest that the following would be the appropriate Reserve levels for each Utility:

- Operating Risk Management: 90 Days' Cash
- System Critical Failure (Water and Wastewater Only): 1.0 - 2.0% of Capital Assets
- Rate Stabilization (Water and Wastewater only): ~180 Days' Cash
- Total Reserves: ~270 Days' Cash plus 1.0 - 2.0% of Capital Assets (Water and Wastewater); 90 Days' Cash (Solid Waste)

While these areas of consideration were evaluated in order to conceptualize the appropriate size of the Reserves, each Utility intends to maintain a single Reserve without separate buckets. These Reserve allocations are neither abnormally high nor low for industry standards. Each component of the Reserves is sized at less than the maximum possible exposure for each component because there is a recognition that it is unlikely several of the risks each Utility faces would materialize simultaneously.

Building and Drawing Upon Reserves

The Water and Wastewater Utilities are targeting Reserves of about 270 Days' Cash plus 1.0 - 2.0% of Capital Assets while the Solid Waste Utility is targeting 90 Days' Cash, however, there is no intention of setting rates to maintain Reserves equal to the levels prescribed above. The purpose of Reserves is to address the financial impacts of revenue and expense fluctuations and unanticipated events. Excess reserves can be used for several financial imperatives including but not limited to: financing capital improvements on a pay-go basis, paying down existing debt, or lowering rates. The general philosophy of the proposed range is that the Water and Wastewater Utilities should target 270 Days' Cash plus 1.0 - 2.0% of Capital Assets and the Solid Waste Utility should target reserves of 90 Days' Cash. Each of the Utilities should limit reserves to 130% of the respective reserve targets. Each Utility's Reserves would increase or decrease depending upon many factors for a given year; however, to the extent that each Utility achieves its DSC or Operating Ratio Policy targets, Reserves would remain fairly stable. Reserves would increase or decrease under the following conditions:

- Net Revenues Available for Debt Service are higher or lower than budgeted/projected as a result of higher or lower Revenues and Expenses
- Debt Service is higher or lower than budgeted/projected
- Capital investment in the system from Net Revenues is higher or lower than budgeted/projected
- Debt issued for capital investment is greater or less than budgeted/projected

9. Interaction Between Coverage and Ratios, Reserves, and Rates

For reasons described in the sections above, the Policy prescribed specific targets for DSC and Operating Ratios and Reserves. However, the Policy anticipates that in practice there is a range of acceptable results and a balance between cash flow and reserve levels is warranted.

A rate increase should be considered by the City Council if any of the following conditions (the “Rate Increase Conditions”) are projected in the five-year forecast:

- DSC without Reserves will be less than 1.80x
- Operating Ratios (Solid Waste Only) without Reserves will be less than 1.30x
- Any rate increase would be greater than six percent
- A major expenditure is expected

Rate increases indicated by the above conditions that would exceed six percent in any one year can be spread over multiple years.

No rate increase for the purpose of increasing reserves or DSC should be considered if DSC or Operating Ratios without Reserves are above their respective targeted levels and Reserves are projected to be greater than the targeted levels of 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for the Water and Wastewater Utilities and 90 Days’ Cash for the Solid Waste Utility.

Lastly, it is important to note that recommendations in the Policy are associated with projected financial conditions for the Fiscal Year End of future years. Actual results will vary based on weather, market conditions, etc. In addition, Reserves and cash flow may be more or less robust within a Fiscal Year, relative to the Fiscal Year End but considering such fluctuations within a year would overly complicate monitoring with only marginal benefit.

10. Conclusion

The Policy was drafted with the intent of providing guiding directives to the Utilities’ management and staff for decisions and recommendations related to each Utility’s financial profile.

The Policy is a fairly incremental change from existing policies. Specifically, the Policy affirms the currently used Rehabilitation and Enterprise Fund guidelines, clarifies and adjusts targets for cash flows available for debt service and operating costs, and adjusts targets for sizing Reserves (previously 40% of Operating Expenses).

In its most abbreviated form, the Policy targets 1.80x DSC without Reserves for the Water and Wastewater Utilities and an Operating Ratio of 1.30x for the Solid Waste Utility. It targets Unrestricted Reserves sized at 270 Days’ Cash plus 1.0 – 2.0% of Capital Assets for

the Water and Wastewater Utilities and 90 Days' Cash for the Solid Waste Utility and establishes tolerable maximums. The Policy also provides recommended conditions for rate actions when cash flows and/or Reserves deviate from the targets. The table below summarizes the policy targets described above.

Summary of Policy Targets			
Utility	Water	Wastewater	Solid Waste
Debt Service Coverage or Operating Ratio (x)	1.80 DSC	1.80 DSC	1.30
Reserves (Days' Cash)			
Operating Risk Management	90	90	90
System Critical Failure (% of Capital Assets)	1-2%	1-2%	0%
Rate Stabilization	180	180	0
Total	270 + 1-2% of Capital Assets	270 + 1-2% of Capital Assets	90

The Policy is intended to be revisited and updated periodically if there are material changes in the risk exposures or conditions each Utility faces.

Finally, and perhaps most importantly, the Policy is ultimately intended to serve as a guide and it in no way restricts the ability of the City Council to review proposed rate actions, debt issuances, or other actions of substance to each Utility.

Appendix I –Peer Water Utility Financial Management Results

Peer Water Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Sacramento ²	Yuba City
Ratings (M/S/F)	-/AA/-	-/AA-/AA-	-/A+/AA-
Revenues/Expenses			
Operating Revenues	\$18,423,339	\$94,382,000	\$11,794,764
Operating Expenses (Excluding Depreciation)	\$13,245,963	\$43,215,000	\$4,815,664
Net Operating Revenue	\$5,177,376	\$51,167,000	\$6,979,100
Non-Operating Revenue (Expenses)	\$1,074,049	(\$4,373,000)	\$2,468,918
Net Revenue Available for Debt Service ³	\$6,515,804	\$46,794,000	\$5,204,350
Depreciation & Amortization	\$3,457,758	\$16,951,000	\$4,718,299
Net Revenue after Depreciation & Amortization	\$2,793,667	\$29,843,000	\$4,729,719
Cash			
Unrestricted ⁴	\$23,402,105	\$71,087,000	\$14,543,831
Days' Cash on Hand	645	600	1,102
Debt			
Total Debt Outstanding	\$5,925,956	\$399,134,612	\$50,214,569
Annual Debt Service	\$1,091,335	\$11,279,000	\$2,915,149
Debt Service Coverage (Operating)	5.97x	4.15x	1.79x
Debt Service Coverage	4.74x	4.54x	2.39x

¹Issues debt through the Redding Joint Powers Financing Authority

² City of Sacramento reports data rounded to the nearest thousand

³If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

⁴Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Sacramento, and Yuba City comprehensive annual financial reports

Appendix II –Peer Wastewater Utility Financial Management Results

Peer Wastewater Utility Financial Results (FY2014)			
Utility	City of Redding ¹	City of Stockton	City of Vacaville
Ratings (M/S/F)	-/AA/-	Ba1/-/A-	-/-/-
Revenues/Expenses			
Operating Revenues	\$22,720,092	\$59,953,318	\$32,219,462
Operating Expenses (Excluding Depreciation)	\$12,527,074	\$40,172,822	\$18,603,458
Net Operating Revenue	\$10,193,018	\$19,780,496	\$13,616,004
Non-Operating Revenue (Expenses)	(\$175,350)	(\$3,662,856)	(\$662,109)
Net Revenue Available for Debt Service ²	\$11,645,032	\$21,057,331	\$12,953,895
Depreciation & Amortization	\$5,924,400	\$11,161,304	\$5,367,829
Net Revenue after Depreciation & Amortization	\$4,093,268	\$4,956,336	\$7,586,066
Cash			
Unrestricted ³	\$20,151,993	\$38,576,321	\$61,918,880
Days' Cash on Hand	587	350	1,215
Debt			
Total Debt Outstanding	\$91,119,042	\$81,270,000	\$168,768,665
Annual Debt Service	\$8,117,463	\$7,373,138	\$8,557,860
Debt Service Coverage (Operating)	1.26x	2.68x	1.59x
Debt Service Coverage	1.43x	2.86x	1.51x

¹Issues debt through the Redding Joint Powers Financing Authority

²If not specified, assumed to be Net Operating Revenue (Excluding Depreciation) plus Non-Operating Income

³Unrestricted Cash defined as: "Unrestricted Net Assets"

Data from City of Redding, City of Stockton, and City of Vacaville comprehensive annual financial reports



COUNCIL COMMUNICATION

CC #: 3238

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

Title: Community Facilities Districts - Budget Adjustment
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment to true up the community facilities district budgets with the final expenditure estimates.

BACKGROUND

The City's budget is developed and proposed for adoption before the final tax levy budget for each community facilities district (CFD) is determined. The recommended budget adjustment trues up the budgets after the final expenditure estimates, including pay-as-you-go developer reimbursements, are taken into consideration.

FISCAL IMPACT

There are sufficient fund balances in all the identified CFDs to accommodate the budget adjustments. The impact of the budget adjustments on the fund balance of the General Fund is an increase of \$577,219 in additional revenue from Community Facilities District No. 3, Municipal Services.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6794

ORDINANCE NO. 6794

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustment to true up the community facilities district budgets with the final expenditure estimates.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7434	5558	80701		1,246	Increase expenditures for County fees based on final tax levy
7435	5558	80701		3,943	Increase expenditures for County fees based on final tax levy
7436	5558	80701		3,738	Increase expenditures for County fees based on final tax levy
7436	6601	82001		99,446	Interest expense for new bonds issued for Villages at Sierra Vista, series 2023
7438	5558	80701		9,063	Increase expenditures for County fees based on final tax levy
7438	6601	82001		400,000	Increase in interest expense for new bonds issued for The Ranch at Sierra Vista, series 2023
7440	6601	82001		143,271	Increase in interest expense for new bonds issued for Torrente at Sierra Vista CFD 1, series 2023 (Paid with capitalized interest)
7443	5558	80701		9,397	Increase expenditures for County fees based on final tax levy
7443	5569	80701		123,078	Increase in pay as you go expenditures budgeted for Creekview CFD 1-IA 2-funds are moved into the improvement fund (Fund 3023)
7443	6601	82001		366,413	Interest expense for new bonds issued for Creekview CFD 1-Improvement Area No. 2, series 2023
7443	6620	82001		3,800	Increase budget for debt service fees for Creekview CFD 1-Improvement Area No. 2, Series 2023
3023	5569	80301		123,078	Increase in pay as you go expenditures budgeted for Creekview CFD 1-IA 2
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				1,286,473	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7434	4050	80701		124,529	Increase revenue budget based on final tax levy
7435	4050	80701		394,240	Increase revenue budget based on final tax levy
7436	4050	80701		373,795	Increase revenue budget based on final tax levy
7438	4050	80701		906,250	Increase revenue budget based on final tax levy
7443	4050	80701		939,637	Increase revenue budget based on final tax levy
7443	4710	80701		6,086	Increase revenue budget for funds remaining in the cost of issuance fund for Creekview CFD 1-IA-2 being closed
3023	4780	80301		123,078	Increase to pay as you go budgeted for Creekview CFD 1-IA 2
REVENUES/TRANSFERS INTOTAL				2,867,615	

NET ADJUSTMENT (1,581,142)

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7434	3601	00000	000000	123,283	Increase available resources for Creekview CFD 1
7435	3601	00000	000000	390,297	Increase available resources for SVSP Westpark-Federico CFD 1
7436	3601	00000	000000	270,611	Increase available resources for The Villages at Sierra Vista CFD 1
7438	3601	00000	000000	497,187	Increase available resources for The Ranch at Sierra Vista CFD 1
7440	3601	00000	000000	(143,271)	Decrease available resources for Torrente at Sierra Vista CFD 1
7443	3601	00000	000000	443,035	Increase available resources for Creekview CFD 1-IA 2
FUND BALANCE TOTAL				1,581,142	



COUNCIL COMMUNICATION

CC #: 3250
File #: 0600-01

Title: Staffing Changes
Contact: Macy Dippert 916-774-5215 mdippert@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.28.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff recommends the following changes to the City's staffing allocation and salary schedules to meet business needs. It is recommended that City Council take the following actions:

1. Adopt an ordinance to approve the Temporary (Appendix T) salary schedules reflecting the addition of High School Intern (1145) effective April 6, 2024;
2. Adopt an ordinance to approve the Roseville Police Association (RPA) A & B (Appendix B) salary schedules reflecting the addition of Crime Analysis Supervisor (1146A/ 1146B) effective April 6, 2024; and
3. Motion to approve the attached city-wide allocation schedule which deletes a Senior Payroll Technician position vacated after a promotional process, effective April 6, 2024.

BACKGROUND

As part of the Municipal Code, the Human Resources Department maintains the City's classification plan. Human Resources staff continually evaluate organizational structure and staffing levels necessary to provide high service levels to the community. The recommended changes include the addition of two (2) classifications, and the deletion of one (1) position vacated by a promotional process. The recommended update to the Temporary salary schedule also includes an administrative correction to capture the current City Council Member stipend amount on the Temporary salary schedule.

Recommendations:

The proposed classification changes are as follows:

Add

Grade Codes	Classification Name	Hourly Rate	Bargaining Unit
1145	High School Intern	\$18	Temporary

Grade Codes	Classification Name	Monthly Salary Range Minimum	Monthly Salary Range Maximum	Bargaining Unit
1146A/1146B	Crime Analysis Supervisor	\$7704	\$10840	RPA

Delete

Position	Position Number	Department
Senior Payroll Technician	FIN247141002	Finance

Changes by Department:

Citywide

The City is requesting to add a High School Intern classification to support a four-week Summer Intern Program that will occur during the month of June 2024 and is anticipated to continue each summer.

Finance

The Finance Department is requesting that a vacant Senior Payroll Technician position be deleted since it was planned that after a promotional recruitment process the resulting vacancy would be deleted from the position allocation schedule.

Police

Staff recommend the addition of a Crime Analysis Supervisor classification. This new classification adds a trained and experience supervisor in the subject area of crime analysis and to supervise the real time crime center functions. The Crime Analysis Supervisor will be a working supervisor to support the growth and success of the unit. This classification salary range will be set to twenty percent (20%) above the Crime Analyst. After the appointment of a supervisor, a vacant Crime Analyst position will be deleted.

FISCAL IMPACT

The estimated total cost of the recommended position adjustments to the General Fund will be \$57,600 for the remainder of FY2023-24, all of which can be absorbed into existing appropriations, so no budget adjustment is required at this time.

Beyond this fiscal year, the recommended changes have an annual ongoing impact of \$91,220 to the General Fund. The following table provides a summary of costs by fund and department.

Department	Fund	Remainder of FY2023- 24	Ongoing
Citywide	General Fund	\$57,600	\$57,600
Police	General Fund	\$0	\$33,620
	Total	\$57,600	\$91,220

The following charts summarize the cost of the recommended position adjustment recommendations by department.

Citywide

Job Title	Hourly Rate (No Benefits)	4-week program (160 Hrs.)	Annual Impact (20 Students)	Impact for remaining FY 2023-24
High School Intern	\$18	\$2,880	\$57,600	\$57,600

*There is no estimated annual pension cost as this is a temporary classification.

The cost for the remainder of FY2023-24 can be absorbed by existing appropriations. The annual ongoing cost of this position will be funded by the General Fund.

Police

Job Title	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact	Impact for remaining FY 2023-24
Crime Analysis Supervisor	\$168,098	\$201,717	\$33,620	\$0

*This amount includes the estimated annual pension cost of \$2,351.72.

There is no cost for the remainder of FY2023-24 as a position will not be created until FY2024-25. The annual ongoing cost of this position will be funded by 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 proposed staffing changes meet the above criteria and are not subject to CEQA. No additional environmental review is required.

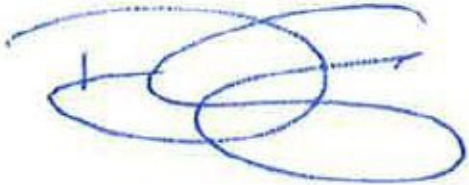
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Macy Dippert, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6797

2024-04-06 Temporary Salary Schedule

Ordinance 6798

2024-04-06 Roseville Police Association-B

2024-04-06 Roseville Police Association-A

2024-04-06 Position Allocation Schedule

ORDINANCE NO. 6797

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 6755, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY
EMPLOYEES, AS AMENDED BY APPENDIX "T" TO BE EFFECTIVE
APRIL 6, 2024, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6755, the Salary Ordinance for Seasonal/Temporary Employees, is hereby amended as shown on Appendix "T" attached hereto.

ADDITION OF CLASSIFICATION

<u>Classification No.</u>	<u>Position Title</u>	<u>Hourly Rate</u>
1145	High School Intern	\$18.00

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective April 6, 2024, as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect April 6, 2024. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP	Temporary		
Grade Code	Grade Name	Step Name	Hourly
CI30	Activity Instructor	Step A	0.0000
3745	Aqua Fitness Instructor I	Step A	38.0000
3747	Aqua Fitness Instructor II	Step A	51.0000
1100	Aquatics Facilities Maintenance Worker	Step A	18.5000
		Step B	18.9569
		Step C	19.4250
		Step D	19.9047
		Step E	20.3963
		Step F	20.8999
		Step G	21.4161
		Step H	21.9449
		Step I	22.4869



City of Roseville
Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9503	Assistant Pool Manager I	Step A	20.2584

1077	Assistant Pool Manager II	Step A	21.2714
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City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9505	Building Inspection Assistant	Step A	16.0000
		Step B	16.3951
		Step C	16.8000
		Step D	17.2149
		Step E	17.6400
		Step F	18.0756
		Step G	18.5220
		Step H	18.9794
		Step I	19.4481
9507	Child Care Aide	Step A	16.5375
		Step B	16.9459
		Step C	17.3644
		Step D	17.7932
		Step E	18.2326



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9506	Child Care Program Assistant	Step A	19.9436
		Step B	20.4361
		Step C	20.9408
		Step D	21.4579
		Step E	21.9879
1010	Child Care Program Leader	Step A	23.9324
		Step B	24.5234
		Step C	25.1290
		Step D	25.7496
		Step E	26.3855



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9508	Child Care Teacher

Step Name	Hourly
Step A	17.3644
Step B	17.7932
Step C	18.2326
Step D	18.6829
Step E	19.1442
Step F	0.0000
Step G	0.0000
Step H	0.0000
Step I	0.0000

CI10	Class Instructor
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Step A	0.0000
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City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code Grade Name

1230 College Intern

Step Name Hourly

Step A 16.0000

Step B 16.8000

Step C 17.6400

Step D 18.5220

Step E 19.4481

Step F 20.4205

Step G 21.4415

Step H 22.5136

Step I 23.6393

Step J 24.8213

Step K 26.0623

Step L 27.3654

Step M 28.7337

Step N 30.1704

Step O 31.6789



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1127	Community Outreach Specialist	Step A	33.8978
		Step B	34.7349
		Step C	35.5926
		Step D	36.4716
		Step E	37.3723
		Step F	38.2952
		Step G	39.2409
		Step H	40.2100
		Step I	41.2029
1270	Council Member	Step A	600.0000 monthly stipend*

*Mayor receives an additional \$50.00 per month



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1137	Customer Service Specialist	Step A	17.5000
		Step B	18.0250
		Step C	18.5658
		Step D	19.1227
		Step E	19.6964
		Step F	20.2873
		Step G	20.8959
		Step H	21.5228
		Step I	22.1685
9509	Engineering Aide	Step A	16.0000
		Step B	16.3951
		Step C	16.8000
		Step D	17.2149
		Step E	17.6400
		Step F	18.0756
		Step G	18.5220
		Step H	18.9794
		Step I	19.4481



City of Roseville
Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP	Temporary			
Grade Code	Grade Name	Step Name	Hourly	
1020	Event Recreation Program Leader	Step A	22.5000	
1014	Event Specialist I	Step A	19.0000	
1015	Event Specialist II	Step A	20.0000	
1016	Event Specialist III	Step A	21.0000	



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9510	Fire Equipment Specialist

Step Name	Hourly
Step A	16.5421
Step B	16.8851
Step C	17.3072
Step D	17.7399
Step E	18.1834
Step F	18.6380
Step G	19.1039
Step H	19.5815
Step I	20.0711
Step J	20.5729
Step K	21.0872
Step L	21.6144
Step M	22.1547
Step N	22.7086
Step O	23.2763



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9511	Fire Logistics Worker

Step Name	Hourly
Step A	16.5421
Step B	16.8851
Step C	17.3072
Step D	17.7399
Step E	18.1834
Step F	18.6380
Step G	19.1039
Step H	19.5815
Step I	20.0711
Step J	20.5729
Step K	21.0872
Step L	21.6144
Step M	22.1547
Step N	22.7086
Step O	23.2763



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9512	Fire Public Education Coordinator	Step A	20.5700
		Step B	21.3636
		Step C	21.8977
		Step D	22.4452
		Step E	23.0063
		Step F	23.5815
		Step G	24.1710
		Step H	24.7753
		Step I	25.3946
		Step J	26.0295
		Step K	26.6802
		Step L	27.3473
		Step M	28.0309
		Step N	28.7317
		Step O	29.4500
CI20	Fitness Instructor-Fee	Step A	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3735	Fitness Instructor-Hourly	Step A	30.0000
		Step B	31.0000
		Step C	32.0000
		Step D	33.0000
		Step E	34.0000
		Step F	35.0000
1145	High School Intern	Step A	18.0000
1079	Instructor Hourly	Step A	23.0000
		Step B	24.0000
		Step C	25.0000
		Step D	26.0000
		Step E	27.0000
		Step F	28.0000
		Step G	29.0000
		Step H	30.0000
		Step I	31.0000
3750	Instructor Meeting Rate	Step A	19.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9513	Interpretive Services Program Assistant	Step A	17.0000
		Step B	18.0000
		Step C	19.0000
		Step D	20.0000
9514	Interpretive Services Program Leader	Step A	19.5000
		Step B	20.5000
		Step C	21.5000
		Step D	22.5000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code Grade Name

Step Name Hourly

9515	Library Page	Step A	16.0000
		Step B	16.3951
		Step C	16.8000
		Step D	17.2149
		Step E	17.6400
		Step F	18.0756
		Step G	18.5220
		Step H	18.9794
		Step I	19.4481
1074	Lifeguard	Step A	17.5000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9518	Maintenance Assistant

Step Name	Hourly
Step A	16.0000
Step B	16.3951
Step C	16.8000
Step D	17.2149
Step E	17.6400
Step F	18.0756
Step G	18.5220
Step H	18.9794
Step I	19.4481
Step J	19.9284
Step K	20.4205
Step L	20.9248
Step M	21.4415
Step N	21.9710
Step O	22.5136



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9519	Marketing Technician

Step Name	Hourly
Step A	20.8116
Step B	21.3255
Step C	21.8522
Step D	22.3918
Step E	22.9448
Step F	23.5114
Step G	24.0920
Step H	24.6870
Step I	25.2966
Step J	25.9213
Step K	26.5615
Step L	27.2174
Step M	27.8895
Step N	28.5783
Step O	29.2840



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9521	Parks and Facility Maintenance Worker	Step A	18.5000
		Step B	18.9569
		Step C	19.4250
		Step D	19.9047
		Step E	20.3963
		Step F	20.8999
		Step G	21.4161
		Step H	21.9449
		Step I	22.4869
1011	Parks and Facility Maintenance Worker-Commercial Driver	Step A	19.4250
		Step B	19.9047
		Step C	20.3963
		Step D	20.8999
		Step E	21.4161
		Step F	21.9449
		Step G	22.4869
		Step H	23.0422
		Step I	23.6112



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9523	Parks and Open Space Equipment Operator	Step A	24.2700
		Step B	24.8694
		Step C	25.4835
		Step D	26.1128
		Step E	26.7577
		Step F	27.4185
		Step G	28.0956
		Step H	28.7894
		Step I	29.5003
1012	Parks and Open Space Equipment Operator-Commerical Driver	Step A	25.4835
		Step B	26.1128
		Step C	26.7577
		Step D	27.4185
		Step E	28.0956
		Step F	28.7894
		Step G	29.5003
		Step H	30.2289
		Step I	30.9754



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3749	Personal Trainer I	Step A	37.0000
1070	Personal Trainer II	Step A	40.0000
1071	Personal Trainer III	Step A	45.0000
1072	Personal Trainer IV	Step A	50.0000
9525	Police Cadet	Step A	23.4058
		Step B	24.5062
		Step C	25.2414
		Step D	25.9986
		Step E	26.7787
		Step F	27.5820
		Step G	28.4094
		Step H	29.2617
		Step I	30.1396
		Step J	31.0438
		Step K	31.9751
		Step L	32.9343



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9527	Pool Manager I

Step Name	Hourly
Step A	22.3349
Step B	0.0000
Step C	0.0000
Step D	0.0000
Step E	0.0000
Step F	0.0000
Step G	0.0000
Step H	0.0000
Step I	0.0000

1078	Pool Manager II
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Step A	23.4517
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City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9528	Preschool Teacher	Step A	20.9408
		Step B	21.4579
		Step C	21.9879
		Step D	22.5308
		Step E	23.0872
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
6110	Recreation Aide	Step A	13.6000
		Step B	16.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9532	Recreation Program Leader	Step A	19.5000
		Step B	20.5000
		Step C	21.5000
		Step D	22.5000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000
9533	Recreation Specialist I	Step A	16.0000
		Step B	17.0000
		Step C	18.0000
		Step D	19.0000
		Step E	0.0000
		Step F	0.0000
		Step G	0.0000
		Step H	0.0000
		Step I	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9534	Recreation Specialist II

Step Name	Hourly
Step A	17.0000
Step B	18.0000
Step C	19.0000
Step D	20.0000
Step E	0.0000
Step F	0.0000
Step G	0.0000
Step H	0.0000
Step I	0.0000

9535	Recreation Specialist III
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Step A	18.0000
Step B	19.0000
Step C	20.0000
Step D	21.0000
Step E	0.0000
Step F	0.0000
Step G	0.0000
Step H	0.0000
Step I	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
6252	Reserve Police Officer I	Step A	40.9115
		Step B	42.1737
		Step C	43.4748
		Step D	44.8159
		Step E	46.2000
		Step F	47.6239
		Step G	49.0931
		Step H	50.6077
		Step I	52.1691
6250	Reserve Police Officer II (Unpaid)	Step A	0.0000
6248	Reserve Police Officer III (Unpaid)	Step A	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9536	School Crossing Guard
9538	Senior Child Care Teacher

Step Name	Hourly
Step A	16.0000
Step B	16.3951
Step C	16.8000
Step D	17.2149
Step E	17.6400
Step F	18.0756
Step G	18.5220
Step H	18.9794
Step I	19.4481
Step A	18.2326
Step B	18.6828
Step C	19.1442
Step D	19.6170
Step E	20.1014
Step F	0.0000
Step G	0.0000
Step H	0.0000
Step I	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP	Temporary		
Grade Code	Grade Name	Step Name	Hourly
1075	Senior Lifeguard I	Step A	18.3750
1076	Senior Lifeguard II	Step A	19.2938
9537	Senior School Crossing Guard	Step A	17.6000
		Step B	18.0346
		Step C	18.4800
		Step D	18.9364
		Step E	19.4040
		Step F	19.8832
		Step G	20.3742
		Step H	20.8773
		Step I	21.3929
7005	Soccer Official	Step A	65.0000
7207	Sports Official/Scorer I	Step A	18.0000
7208	Sports Official/Scorer II	Step A	20.0000
9552	Swim Instructor Aide	Step A	17.5000



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9553	Swim Instructor I	Step A	18.5000
9554	Swim Instructor II	Step A	19.5000
9539	Video Technician	Step A	22.5676
		Step B	23.1250
		Step C	23.6962
		Step D	24.2815
		Step E	24.8813
		Step F	25.4958
		Step G	26.1256
		Step H	26.7709
		Step I	27.4321



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
8941	Vocational Intern

Step Name	Hourly
Step A	16.0000
Step B	16.8000
Step C	17.6400
Step D	18.5220
Step E	19.4481
Step F	20.4205
Step G	21.4415
Step H	22.5136
Step I	23.6393
Step J	24.8213
Step K	26.0623
Step L	27.3654
Step M	28.7337
Step N	30.1704
Step O	31.6789



City of Roseville

Salary Schedule: Temporary--

Appendix:T
Effective Date:04/06/2024

TEMP Temporary

Grade Code	Grade Name
9540	Water Conservation Helper

Step Name	Hourly
Step A	16.0000
Step B	16.3952
Step C	16.8002
Step D	17.2151
Step E	17.6403
Step F	18.0761
Step G	18.5225
Step H	18.9800
Step I	19.4488

ORDINANCE NO. 6798

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6765, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX “B” TO BE EFFECTIVE APRIL 6, 2024 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6765, the Salary Ordinance for non-sworn employees represented by the Roseville Police Association, is hereby amended as shown on Appendix “B” for salary schedules A & B attached hereto.

ADDITION OF CLASSIFICATION

<u>Classification No.</u>	<u>Position Title</u>	<u>Hourly Rate</u>
1146A/1146B	Crime Analysis Supervisor	\$62.54

SECTION 2. Salary Schedule Effective Date.

This Ordinance shall be effective April 6, 2024 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect April 6, 2024. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

0100B	Animal Control Officer-B	Step A	29.7903	2383.22	5163.65	61963.82
		Step B	31.1910	2495.28	5406.44	64877.28
		Step C	32.1267	2570.14	5568.63	66823.54
		Step D	33.0905	2647.24	5735.69	68828.24
		Step E	34.0832	2726.66	5907.75	70893.06
		Step F	35.1057	2808.46	6084.99	73019.86
		Step G	36.1590	2892.72	6267.56	75210.72
		Step H	37.2438	2979.50	6455.59	77467.10
		Step I	38.3610	3068.88	6649.24	79790.88
		Step J	39.5118	3160.94	6848.71	82184.54
		Step K	40.6972	3255.78	7054.18	84650.18
		Step L	41.9181	3353.45	7265.80	87189.65



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0110B	Animal Control Supervisor-B	Step A	35.7483	2859.86	6196.37	74356.46
		Step B	37.4290	2994.32	6487.69	77852.32
		Step C	38.5519	3084.15	6682.33	80187.95
		Step D	39.7084	3176.67	6882.79	82593.47
		Step E	40.8997	3271.98	7089.28	85071.38
		Step F	42.1266	3370.13	7301.94	87623.33
		Step G	43.3906	3471.25	7521.04	90252.45
		Step H	44.6922	3575.38	7746.65	92959.78
		Step I	46.0330	3682.64	7979.05	95748.64
		Step J	47.4140	3793.12	8218.43	98621.12
		Step K	48.8365	3906.92	8464.99	101579.92
		Step L	50.3014	4024.11	8718.91	104626.91



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1430B	Communications Supervisor-B	Step A	41.5702	3325.62	7205.50	86466.02
		Step B	43.5245	3481.96	7544.25	90530.96
		Step C	44.8302	3586.42	7770.57	93246.82
		Step D	46.1752	3694.02	8003.70	96044.42
		Step E	47.5604	3804.83	8243.80	98925.63
		Step F	48.9872	3918.98	8491.11	101893.38
		Step G	50.4570	4036.56	8745.88	104950.56
		Step H	51.9706	4157.65	9008.24	108098.85
		Step I	53.5297	4282.38	9278.48	111341.78
		Step J	55.1356	4410.85	9556.84	114682.05
		Step K	56.7896	4543.17	9843.53	118122.37
		Step L	58.4934	4679.47	10138.86	121666.27



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1379B	Community Services Officer I-B	Step A	24.6206	1969.65	4267.57	51210.85
		Step B	25.7781	2062.25	4468.20	53618.45
		Step C	26.5514	2124.11	4602.24	55226.91
		Step D	27.3479	2187.83	4740.30	56883.63
		Step E	28.1685	2253.48	4882.54	58590.48
		Step F	29.0135	2321.08	5029.01	60348.08
		Step G	29.8838	2390.70	5179.86	62158.30
		Step H	30.7804	2462.43	5335.27	64023.23
		Step I	31.7038	2536.30	5495.33	65943.90
		Step J	32.6550	2612.40	5660.20	67922.40
		Step K	33.6346	2690.77	5830.00	69959.97
		Step L	34.6436	2771.49	6004.89	72058.69



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1380B	Community Services Officer II-B	Step A	27.0826	2166.61	4694.32	56331.81
		Step B	28.3561	2268.49	4915.06	58980.69
		Step C	29.2067	2336.54	5062.49	60749.94
		Step D	30.0830	2406.64	5214.39	62572.64
		Step E	30.9855	2478.84	5370.82	64449.84
		Step F	31.9151	2553.21	5531.95	66383.41
		Step G	32.8725	2629.80	5697.90	68374.80
		Step H	33.8586	2708.69	5868.82	70425.89
		Step I	34.8744	2789.95	6044.90	72538.75
		Step J	35.9207	2873.66	6226.25	74715.06
		Step K	36.9982	2959.86	6413.02	76956.26
		Step L	38.1082	3048.66	6605.42	79265.06



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1146B	Crime Analysis Supervisor-B	Step A	44.4465	3555.72	7704.06	92448.72
		Step B	46.5361	3722.89	8066.26	96795.09
		Step C	47.9322	3834.58	8308.25	99698.98
		Step D	49.3702	3949.62	8557.50	102690.02
		Step E	50.8513	4068.10	8814.23	105770.70
		Step F	52.3768	4190.14	9078.65	108943.74
		Step G	53.9481	4315.85	9351.00	112212.05
		Step H	55.5666	4445.33	9631.54	115578.53
		Step I	57.2336	4578.69	9920.49	119045.89
		Step J	58.9506	4716.05	10218.10	122617.25
		Step K	60.7191	4857.53	10524.64	126295.73
		Step L	62.5407	5003.26	10840.39	130084.66



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1475B	Crime Analyst-B	Step A	37.0389	2963.11	6420.08	77040.91
		Step B	38.7802	3102.42	6721.90	80662.82
		Step C	39.9435	3195.48	6923.54	83082.48
		Step D	41.1418	3291.34	7131.25	85574.94
		Step E	42.3761	3390.09	7345.19	88142.29
		Step F	43.6474	3491.79	7565.55	90786.59
		Step G	44.9568	3596.54	7792.51	93510.14
		Step H	46.3055	3704.44	8026.29	96315.44
		Step I	47.6946	3815.57	8267.06	99204.77
		Step J	49.1255	3930.04	8515.09	102181.04
		Step K	50.5993	4047.94	8770.55	105246.54
		Step L	52.1173	4169.38	9033.67	108403.98



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1685B	Dispatcher I-B	Step A	31.4924	2519.39	5458.68	65504.19
		Step B	32.9728	2637.82	5715.29	68583.42
		Step C	33.9620	2716.96	5886.75	70640.96
		Step D	34.9808	2798.46	6063.34	72760.06
		Step E	36.0303	2882.42	6245.25	74943.02
		Step F	37.1111	2968.89	6432.59	77191.09
		Step G	38.2245	3057.96	6625.58	79506.96
		Step H	39.3713	3149.70	6824.36	81892.30
		Step I	40.5524	3244.19	7029.08	84348.99
		Step J	41.7690	3341.52	7239.96	86879.52
		Step K	43.0221	3441.77	7457.16	89485.97
		Step L	44.3127	3545.02	7680.87	92170.42



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1700B	Dispatcher II-B	Step A	34.6416	2771.33	6004.54	72054.53
		Step B	36.2703	2901.62	6286.85	75442.22
		Step C	37.3584	2988.67	6475.46	77705.47
		Step D	38.4791	3078.33	6669.71	80036.53
		Step E	39.6336	3170.69	6869.82	82437.89
		Step F	40.8225	3265.80	7075.90	84910.80
		Step G	42.0472	3363.78	7288.18	87458.18
		Step H	43.3085	3464.68	7506.81	90081.68
		Step I	44.6079	3568.63	7732.04	92784.43
		Step J	45.9461	3675.69	7963.99	95567.89
		Step K	47.3246	3785.97	8202.93	98435.17
		Step L	48.7442	3899.54	8448.99	101387.94



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5432B	Police Officer Trainee-B	Step A	29.2338	2338.70	5067.19	60806.30
		Step B	30.6082	2448.66	5305.42	63665.06
		Step C	31.5264	2522.11	5464.58	65574.91
		Step D	32.4722	2597.78	5628.51	67542.18
		Step E	33.4464	2675.71	5797.38	69568.51
		Step F	34.4498	2755.98	5971.30	71655.58
		Step G	35.4833	2838.66	6150.44	73805.26
		Step H	36.5478	2923.82	6334.95	76019.42
		Step I	37.6443	3011.54	6525.01	78300.14
		Step J	38.7736	3101.89	6720.76	80649.09
		Step K	39.9369	3194.95	6922.40	83068.75
		Step L	41.1349	3290.79	7130.05	85560.59



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5429B	Police Property and Evidence Sup-B	Step A	41.5702	3325.62	7205.50	86466.02
		Step B	43.5245	3481.96	7544.25	90530.96
		Step C	44.8302	3586.42	7770.57	93246.82
		Step D	46.1752	3694.02	8003.70	96044.42
		Step E	47.5604	3804.83	8243.80	98925.63
		Step F	48.9872	3918.98	8491.11	101893.38
		Step G	50.4570	4036.56	8745.88	104950.56
		Step H	51.9706	4157.65	9008.24	108098.85
		Step I	53.5297	4282.38	9278.48	111341.78
		Step J	55.1356	4410.85	9556.84	114682.05
		Step K	56.7896	4543.17	9843.53	118122.37
		Step L	58.4934	4679.47	10138.86	121666.27



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

1093B	Police Property and Evidence Technician I-B	Step Name	Hourly	Bi-Weekly	Monthly	Annual
		Step A	24.0649	1925.19	4171.25	50054.99
		Step B	25.1964	2015.71	4367.38	52408.51
		Step C	25.9523	2076.18	4498.40	53980.78
		Step D	26.7309	2138.47	4633.36	55600.27
		Step E	27.5328	2202.62	4772.35	57268.22
		Step F	28.3587	2268.70	4915.51	58986.10
		Step G	29.2096	2336.77	5063.00	60755.97
		Step H	30.0857	2406.86	5214.85	62578.26
		Step I	30.9884	2479.07	5371.32	64455.87
		Step J	31.9181	2553.45	5532.47	66389.65
		Step K	32.8756	2630.05	5698.44	68381.25
		Step L	33.8617	2708.94	5869.36	70432.34



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1094B	Police Property and Evidence Technician II-B	Step A	26.4714	2117.71	4588.38	55060.51
		Step B	27.7160	2217.28	4804.11	57649.28
		Step C	28.5475	2283.80	4948.23	59378.80
		Step D	29.4038	2352.30	5096.66	61159.90
		Step E	30.2861	2422.89	5249.59	62995.09
		Step F	31.1947	2495.58	5407.08	64884.98
		Step G	32.1304	2570.43	5569.27	66831.23
		Step H	33.0943	2647.54	5736.35	68836.14
		Step I	34.0872	2726.98	5908.45	70901.38
		Step J	35.1098	2808.78	6085.70	73028.38
		Step K	36.1632	2893.06	6268.29	75219.46
		Step L	37.2481	2979.85	6456.34	77476.05



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5435B	Police Records Clerk I-B	Step A	21.8770	1750.16	3792.01	45504.16
		Step B	22.9056	1832.45	3970.30	47643.65
		Step C	23.5927	1887.42	4089.40	49072.82
		Step D	24.3006	1944.05	4212.10	50545.25
		Step E	25.0296	2002.37	4338.46	52061.57
		Step F	25.7804	2062.43	4468.60	53623.23
		Step G	26.5538	2124.30	4602.66	55231.90
		Step H	27.3504	2188.03	4740.74	56888.83
		Step I	28.1711	2253.69	4882.99	58595.89
		Step J	29.0161	2321.29	5029.46	60353.49
		Step K	29.8865	2390.92	5180.33	62163.92
		Step L	30.7832	2462.66	5335.75	64029.06



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5440B	Police Records Clerk II-B	Step A	24.0659	1925.27	4171.42	50057.07
		Step B	25.1974	2015.79	4367.55	52410.59
		Step C	25.9532	2076.26	4498.55	53982.66
		Step D	26.7318	2138.54	4633.51	55602.14
		Step E	27.5339	2202.71	4772.54	57270.51
		Step F	28.3599	2268.79	4915.72	58988.59
		Step G	29.2106	2336.85	5063.17	60758.05
		Step H	30.0870	2406.96	5215.08	62580.96
		Step I	30.9896	2479.17	5371.53	64458.37
		Step J	31.9192	2553.54	5532.66	66391.94
		Step K	32.8768	2630.14	5698.65	68383.74
		Step L	33.8631	2709.05	5869.60	70435.25



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5492B	Police Scene Technician I-B	Step A	31.4924	2519.39	5458.68	65504.19
		Step B	32.9728	2637.82	5715.29	68583.42
		Step C	33.9620	2716.96	5886.75	70640.96
		Step D	34.9808	2798.46	6063.34	72760.06
		Step E	36.0303	2882.42	6245.25	74943.02
		Step F	37.1111	2968.89	6432.59	77191.09
		Step G	38.2245	3057.96	6625.58	79506.96
		Step H	39.3713	3149.70	6824.36	81892.30
		Step I	40.5524	3244.19	7029.08	84348.99
		Step J	41.7690	3341.52	7239.96	86879.52
		Step K	43.0221	3441.77	7457.16	89485.97
		Step L	44.3127	3545.02	7680.87	92170.42



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5494B	Police Scene Technician II-B	Step A	34.6413	2771.30	6004.49	72053.90
		Step B	36.2701	2901.61	6286.82	75441.81
		Step C	37.3582	2988.66	6475.42	77705.06
		Step D	38.4790	3078.32	6669.69	80036.32
		Step E	39.6334	3170.67	6869.79	82437.47
		Step F	40.8223	3265.78	7075.87	84910.38
		Step G	42.0470	3363.76	7288.15	87457.76
		Step H	43.3084	3464.67	7506.79	90081.47
		Step I	44.6076	3568.61	7731.98	92783.81
		Step J	45.9459	3675.67	7963.96	95567.47
		Step K	47.3242	3785.94	8202.86	98434.34
		Step L	48.7439	3899.51	8448.94	101387.31



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5657B	Public Safety Program Coordinator-B	Step A	34.6413	2771.30	6004.49	72053.90
		Step B	36.2701	2901.61	6286.82	75441.81
		Step C	37.3582	2988.66	6475.42	77705.06
		Step D	38.4790	3078.32	6669.69	80036.32
		Step E	39.6334	3170.67	6869.79	82437.47
		Step F	40.8223	3265.78	7075.87	84910.38
		Step G	42.0470	3363.76	7288.15	87457.76
		Step H	43.3084	3464.67	7506.79	90081.47
		Step I	44.6076	3568.61	7731.98	92783.81
		Step J	45.9459	3675.67	7963.96	95567.47
		Step K	47.3242	3785.94	8202.86	98434.34
		Step L	48.7439	3899.51	8448.94	101387.31



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name
5748B Records Supervisor-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	31.7670	2541.36	5506.28	66075.36
Step B	33.2604	2660.83	5765.14	69181.63
Step C	34.2583	2740.66	5938.11	71257.26
Step D	35.2861	2822.89	6116.26	73395.09
Step E	36.3447	2907.58	6299.75	75596.98
Step F	37.4350	2994.80	6488.73	77864.80
Step G	38.5581	3084.65	6683.40	80200.85
Step H	39.7147	3177.18	6883.88	82606.58
Step I	40.9062	3272.50	7090.41	85084.90
Step J	42.1334	3370.67	7303.12	87637.47
Step K	43.3973	3471.78	7522.20	90266.38
Step L	44.6993	3575.94	7747.88	92974.54



City of Roseville

Salary Schedule: Roseville Police Association-B

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1092B	Senior Police Records Clerk-B	Step A	26.4724	2117.79	4588.55	55062.59
		Step B	27.7170	2217.36	4804.28	57651.36
		Step C	28.5486	2283.89	4948.42	59381.09
		Step D	29.4050	2352.40	5096.87	61162.40
		Step E	30.2872	2422.98	5249.78	62997.38
		Step F	31.1958	2495.66	5407.27	64887.26
		Step G	32.1316	2570.53	5569.48	66833.73
		Step H	33.0956	2647.65	5736.57	68838.85
		Step I	34.0885	2727.08	5908.67	70904.08
		Step J	35.1111	2808.89	6085.92	73031.09
		Step K	36.1645	2893.16	6268.51	75222.16
		Step L	37.2494	2979.95	6456.56	77478.75



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
0100A	Animal Control Officer-A	Step A	29.7903	2383.22	5163.65	61963.82
		Step B	31.2798	2502.38	5421.83	65061.98
		Step C	32.8438	2627.50	5692.93	68315.10
		Step D	34.4860	2758.88	5977.57	71730.88
		Step E	36.2104	2896.83	6276.47	75317.63
		Step F	38.0210	3041.68	6590.31	79083.68
		Step G	39.9218	3193.74	6919.78	83037.34
		Step H	41.9181	3353.45	7265.80	87189.65
0110A	Animal Control Supervisor-A	Step A	35.7483	2859.86	6196.37	74356.46
		Step B	37.5357	3002.86	6506.19	78074.26
		Step C	39.4125	3153.00	6831.50	81978.00
		Step D	41.3832	3310.66	7173.09	86077.06
		Step E	43.4522	3476.18	7531.71	90380.58
		Step F	45.6249	3649.99	7908.32	94899.79
		Step G	47.9062	3832.50	8303.74	99644.90
		Step H	50.3014	4024.11	8718.91	104626.91



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
1430A	Communications Supervisor-A	Step A	41.5702	3325.62	7205.50	86466.02
		Step B	43.6486	3491.89	7565.76	90789.09
		Step C	45.8310	3666.48	7944.04	95328.48
		Step D	48.1227	3849.82	8341.27	100095.22
		Step E	50.5287	4042.30	8758.31	105099.70
		Step F	53.0552	4244.42	9196.23	110354.82
		Step G	55.7080	4456.64	9656.05	115872.64
		Step H	58.4934	4679.47	10138.86	121666.27
1379A	Community Services Officer I-A	Step A	24.6206	1969.65	4267.57	51210.85
		Step B	25.8516	2068.13	4480.94	53771.33
		Step C	27.1441	2171.53	4704.98	56459.73
		Step D	28.5013	2280.10	4940.23	59282.70
		Step E	29.9264	2394.11	5187.24	62246.91
		Step F	31.4227	2513.82	5446.60	65359.22
		Step G	32.9939	2639.51	5718.94	68627.31
		Step H	34.6436	2771.49	6004.89	72058.69



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
1380A	Community Services Officer II-A	Step A	27.0826	2166.61	4694.32	56331.81
		Step B	28.4369	2274.95	4929.06	59148.75
		Step C	29.8586	2388.69	5175.49	62105.89
		Step D	31.3517	2508.14	5434.29	65211.54
		Step E	32.9192	2633.54	5705.99	68471.94
		Step F	34.5651	2765.21	5991.28	71895.41
		Step G	36.2935	2903.48	6290.87	75490.48
		Step H	38.1082	3048.66	6605.42	79265.06
1146A	Crime Analysis Supervisor-A	Step A	44.4465	3555.72	7704.06	92448.72
		Step B	46.6688	3733.50	8089.26	97071.10
		Step C	49.0023	3920.18	8493.73	101924.78
		Step D	51.4524	4116.19	8918.42	107020.99
		Step E	54.0250	4322.00	9364.33	112372.00
		Step F	56.7262	4538.10	9832.54	117990.50
		Step G	59.5625	4765.00	10324.17	123890.00
		Step H	62.5407	5003.26	10840.39	130084.66



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
1475A	Crime Analyst-A	Step A	37.0389	2963.11	6420.08	77040.91
		Step B	38.8908	3111.26	6741.07	80892.86
		Step C	40.8352	3266.82	7078.10	84937.22
		Step D	42.8769	3430.15	7432.00	89183.95
		Step E	45.0208	3601.66	7803.61	93643.26
		Step F	47.2719	3781.75	8193.80	98325.55
		Step G	49.6355	3970.84	8603.49	103241.84
		Step H	52.1173	4169.38	9033.67	108403.98
1685A	Dispatcher I-A	Step A	31.4924	2519.39	5458.68	65504.19
		Step B	33.0669	2645.35	5731.60	68779.15
		Step C	34.7203	2777.62	6018.19	72218.22
		Step D	36.4562	2916.50	6319.07	75828.90
		Step E	38.2792	3062.34	6635.06	79620.74
		Step F	40.1931	3215.45	6966.80	83601.65
		Step G	42.2028	3376.22	7315.15	87781.82
		Step H	44.3127	3545.02	7680.87	92170.42



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1700A	Dispatcher II-A	Step A	34.6416	2771.33	6004.54	72054.53
		Step B	36.3737	2909.90	6304.77	75657.30
		Step C	38.1924	3055.39	6620.02	79440.19
		Step D	40.1020	3208.16	6951.01	83412.16
		Step E	42.1071	3368.57	7298.56	87582.77
		Step F	44.2125	3537.00	7663.50	91962.00
		Step G	46.4230	3713.84	8046.65	96559.84
		Step H	48.7442	3899.54	8448.99	101387.94
5432A	Police Officer Trainee-A	Step A	29.2338	2338.70	5067.19	60806.30
		Step B	30.6957	2455.66	5320.59	63847.06
		Step C	32.2303	2578.42	5586.59	67039.02
		Step D	33.8418	2707.34	5865.91	70390.94
		Step E	35.5340	2842.72	6159.23	73910.72
		Step F	37.3108	2984.86	6467.21	77606.46
		Step G	39.1763	3134.10	6790.56	81486.70
		Step H	41.1349	3290.79	7130.05	85560.59



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
5429A	Police Property and Evidence Sup-A	Step A	41.5702	3325.62	7205.50	86466.02
		Step B	43.6486	3491.89	7565.76	90789.09
		Step C	45.8310	3666.48	7944.04	95328.48
		Step D	48.1227	3849.82	8341.27	100095.22
		Step E	50.5287	4042.30	8758.31	105099.70
		Step F	53.0552	4244.42	9196.23	110354.82
		Step G	55.7080	4456.64	9656.05	115872.64
		Step H	58.4934	4679.47	10138.86	121666.27
1093A	Police Property and Evidence Technician I-A	Step A	24.0649	1925.19	4171.25	50054.99
		Step B	25.2683	2021.46	4379.84	52558.06
		Step C	26.5316	2122.53	4598.81	55185.73
		Step D	27.8582	2228.66	4828.75	57945.06
		Step E	29.2511	2340.09	5070.19	60842.29
		Step F	30.7136	2457.09	5323.69	63884.29
		Step G	32.2493	2579.94	5589.88	67078.54
		Step H	33.8617	2708.94	5869.36	70432.34



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
1094A	Police Property and Evidence Technician II-A	Step A	26.4714	2117.71	4588.38	55060.51
		Step B	27.7950	2223.60	4817.80	57813.60
		Step C	29.1849	2334.79	5058.72	60704.59
		Step D	30.6441	2451.53	5311.64	63739.73
		Step E	32.1762	2574.10	5577.21	66926.50
		Step F	33.7850	2702.80	5856.07	70272.80
		Step G	35.4743	2837.94	6148.88	73786.54
		Step H	37.2481	2979.85	6456.34	77476.05
5435A	Police Records Clerk I-A	Step A	21.8770	1750.16	3792.01	45504.16
		Step B	22.9708	1837.66	3981.61	47779.26
		Step C	24.1194	1929.55	4180.70	50168.35
		Step D	25.3252	2026.02	4389.70	52676.42
		Step E	26.5916	2127.33	4609.21	55310.53
		Step F	27.9212	2233.70	4839.67	58076.10
		Step G	29.3174	2345.39	5081.68	60980.19
		Step H	30.7832	2462.66	5335.75	64029.06



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5440A	Police Records Clerk II-A	Step A	24.0659	1925.27	4171.42	50057.07
		Step B	25.2692	2021.54	4379.99	52559.94
		Step C	26.5326	2122.61	4598.98	55187.81
		Step D	27.8593	2228.74	4828.95	57947.34
		Step E	29.2521	2340.17	5070.36	60844.37
		Step F	30.7148	2457.18	5323.90	63886.78
		Step G	32.2506	2580.05	5590.10	67081.25
		Step H	33.8631	2709.05	5869.60	70435.25
5492A	Police Scene Technician I-A	Step A	31.4924	2519.39	5458.68	65504.19
		Step B	33.0669	2645.35	5731.60	68779.15
		Step C	34.7203	2777.62	6018.19	72218.22
		Step D	36.4562	2916.50	6319.07	75828.90
		Step E	38.2790	3062.32	6635.03	79620.32
		Step F	40.1931	3215.45	6966.80	83601.65
		Step G	42.2027	3376.22	7315.13	87781.62
		Step H	44.3127	3545.02	7680.87	92170.42



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

		Step Name	Hourly	Bi-Weekly	Monthly	Annual
5494A	Police Scene Technician II-A	Step A	34.6413	2771.30	6004.49	72053.90
		Step B	36.3736	2909.89	6304.76	75657.09
		Step C	38.1922	3055.38	6619.98	79439.78
		Step D	40.1016	3208.13	6950.94	83411.33
		Step E	42.1069	3368.55	7298.53	87582.35
		Step F	44.2122	3536.98	7663.45	91961.38
		Step G	46.4228	3713.82	8046.62	96559.42
		Step H	48.7439	3899.51	8448.94	101387.31
5657A	Public Safety Program Coordinator-A	Step A	34.6413	2771.30	6004.49	72053.90
		Step B	36.3736	2909.89	6304.76	75657.09
		Step C	38.1922	3055.38	6619.98	79439.78
		Step D	40.1016	3208.13	6950.94	83411.33
		Step E	42.1069	3368.55	7298.53	87582.35
		Step F	44.2122	3536.98	7663.45	91961.38
		Step G	46.4228	3713.82	8046.62	96559.42
		Step H	48.7439	3899.51	8448.94	101387.31



City of Roseville

Salary Schedule: Roseville Police Association-A

Appendix:B
Effective Date:04/06/2024

RPA Roseville Police Association
Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5748A	Records Supervisor-A	Step A	31.7670	2541.36	5506.28	66075.36
		Step B	33.3553	2668.42	5781.59	69379.02
		Step C	35.0231	2801.85	6070.67	72848.05
		Step D	36.7743	2941.94	6374.21	76490.54
		Step E	38.6129	3089.03	6692.90	80314.83
		Step F	40.5436	3243.49	7027.56	84330.69
		Step G	42.5708	3405.66	7378.94	88547.26
		Step H	44.6993	3575.94	7747.88	92974.54
1092A	Senior Police Records Clerk-A	Step A	26.4724	2117.79	4588.55	55062.59
		Step B	27.7961	2223.69	4817.99	57815.89
		Step C	29.1859	2334.87	5058.89	60706.67
		Step D	30.6452	2451.62	5311.83	63742.02
		Step E	32.1775	2574.20	5577.43	66929.20
		Step F	33.7863	2702.90	5856.29	70275.50
		Step G	35.4756	2838.05	6149.10	73789.25
		Step H	37.2494	2979.95	6456.56	77478.75

Position Allocation Control Report

Report as of
Date:
04/06/2024

Position Code	Position Title	Allocated FTE
CAO220245001	Assistant City Attorney	1.00
CAO221132001	Legal Assistant I/II	1.00
CAO221132002	Legal Assistant I/II	1.00
CAO221200001	City Attorney	1.00
CAO221658001	Deputy City Attorney I/II	1.00
CAO221658002	Deputy City Attorney I/II	1.00
CAO225015001	Paralegal	1.00
CAO227123001	Senior Deputy City Attorney	1.00
CAO227123002	Senior Deputy City Attorney	1.00
CAO227123003	Senior Deputy City Attorney	1.00
Total for Department: CAO City Attorney		10.00

Position Code	Position Title	Allocated FTE
CCD360250001	Assistant City Clerk	1.00
CCD361220001	City Clerk	1.00
CCD361227001	City Clerk Technician I/II	1.00
CCD361227002	City Clerk Technician I/II	1.00
CCD361227003	City Clerk Technician I/II	1.00
CCD361227004	City Clerk Technician I/II	1.00
CCD361227005	City Clerk Technician I/II	1.00
CCD361665001	Deputy City Clerk I/II	1.00
CCD361665002	Deputy City Clerk I/II	1.00
CCD369548001	Passport/Livescan Agent	1.00
CCD369548002	Passport/Livescan Agent	1.00
CCD369548004	Passport/Livescan Agent	0.50
CCD369548006	Passport/Livescan Agent	0.50
Total for Department: CCD City Clerk Department		12.00

Position Code	Position Title	Allocated FTE
CMO140325001	Assistant City Manager	1.00
CMO140325002	Assistant City Manager	1.00
CMO141240001	City Manager	1.00
CMO1414449001	Management Analyst - City Manager	1.00
CMO142551001	Executive Assistant	1.00
CMO142551002	Executive Assistant	1.00
CMO144457001	Management Assistant I/II	1.00

Total for Department:	CMO City Manager	7.00
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Position Code	Position Title	Allocated FTE
DSD660050001	Management Analyst I/II	1.00
DSD660071001	Administrative Assistant	1.00
DSD660084001	Administrative Technician	1.00
DSD660820001	Associate Engineer	1.00
DSD660900001	Associate/Assistant Planner	1.00
DSD660900002	Associate/Assistant Planner	1.00
DSD660900003	Associate/Assistant Planner	1.00
DSD660900004	Associate/Assistant Planner	1.00
DSD660900005	Associate/Assistant Planner	1.00
DSD660900006	Associate/Assistant Planner	1.00
DSD661005001	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005002	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005003	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005004	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005005	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005006	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661017001	Assistant Building Official	1.00
DSD661017002	Senior Building Inspector	1.00
DSD661019002	Building Inspector I/II	1.00
DSD661019003	Building Inspector I/II	1.00
DSD661019004	Building Inspector I/II	1.00
DSD661019005	Building Inspector I/II	1.00
DSD661019006	Building Inspector I/II	1.00
DSD661019007	Building Inspector I/II	1.00
DSD661019008	Building Inspector I/II	1.00
DSD661027001	Construction Inspection Superintendent	1.00
DSD661043001	Building Official	1.00
DSD661047001	Building Plans Examiner I/II	1.00
DSD661047002	Building Plans Examiner I/II	1.00
DSD661047003	Building Plans Examiner I/II	1.00
DSD661047004	Building Plans Examiner I/II	1.00
DSD661096001	Development Services Business Analyst I/II	1.00
DSD661096002	Development Services Business Analyst I/II	1.00
DSD661097001	Senior Development Services Business Analyst	1.00
DSD661141001	Building Plans Examiner Supervisor	1.00
DSD661248001	Construction Inspection Supervisor	1.00
DSD661277001	Engineering Manager	1.00
DSD661280001	Development Services Administrator	1.00
DSD661368001	Code Enforcement Supervisor	1.00
DSD661369001	Code Enforcement Inspector I/II	1.00
DSD661369002	Code Enforcement Inspector I/II	1.00
DSD661369003	Code Enforcement Inspector I/II	1.00
DSD661369004	Code Enforcement Inspector I/II	1.00

DSD661369005	Code Enforcement Inspector I/II	1.00
DSD661434001	Construction Inspector I/II	1.00
DSD661434002	Construction Inspector I/II	1.00
DSD661434003	Construction Inspector I/II	1.00
DSD661434004	Construction Inspector I/II	1.00
DSD661434005	Construction Inspector I/II	1.00
DSD661501001	Permits Supervisor	1.00
DSD661502001	Senior Permits Technician	1.00
DSD661672001	Development Technician I/II	1.00
DSD661672002	Development Technician I/II	1.00
DSD661672003	Development Technician I/II	1.00
DSD661672004	Development Technician I/II	1.00
DSD661672005	Development Technician I/II	1.00
DSD661676001	Development Services Director	1.00
DSD661695001	Development Services Manager	1.00
DSD662214001	GIS Technician I/II	1.00
DSD662540001	Environmental Coordinator	1.00
DSD663412001	GIS Analyst I/II	1.00
DSD664957001	Office Assistant I/II	1.00
DSD664957002	Office Assistant I/II	1.00
DSD665279001	Permit Technician I/II	1.00
DSD665279002	Permit Technician I/II	1.00
DSD665279003	Permit Technician I/II	1.00
DSD665279004	Permit Technician I/II	1.00
DSD665309001	Planning Manager	1.00
DSD665514001	Principal Engineer	1.00
DSD667117001	Senior Building Inspector	1.00
DSD667121001	Senior Construction Inspector	1.00
DSD667121002	Senior Construction Inspector	1.00
DSD667142002	Senior Engineer	1.00
DSD667142003	Senior Engineer	1.00
DSD667180001	Senior Planner	1.00
DSD667180002	Senior Planner	1.00

Total for Department:	DSD Development Services Department	76.00
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Position Code	Position Title	Allocated FTE
EDD540050001	Management Analyst I/II	1.00
EDD541001001	Economic Development Project Manager	1.00
EDD541001002	Economic Development Project Manager	1.00
EDD541675001	Economic Development Analyst I/II	1.00
EDD541710001	Economic Development Director	1.00
EDD543402001	Housing Analyst I/II	1.00
EDD543402002	Housing Analyst I/II	1.00
EDD543402003	Housing Analyst I/II	1.00
EDD543402004	Housing Analyst I/II	1.00

EDD543589001	Housing Manager	1.00
EDD543590001	Housing Supervisor	1.00
EDD543592001	Housing Technician I/II	1.00
EDD543592002	Housing Technician I/II	1.00
EDD543592003	Housing Technician I/II	1.00
EDD543592004	Housing Technician I/II	1.00
EDD544957001	Office Assistant I/II	1.00
EDD547148001	Senior Housing Technician	1.00

Total for Department:	EDD Economic Development Department	17.00
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Position Code	Position Title	Allocated FTE
ELE700071001	Administrative Assistant	1.00
ELE700084001	Administrative Technician	1.00
ELE700084002	Administrative Technician	1.00
ELE700084003	Administrative Technician	1.00
ELE700084005	Administrative Technician	1.00
ELE700395001	Assistant Electric Utility Director	1.00
ELE700395002	Assistant Electric Utility Director	1.00
ELE700395003	Assistant Electric Utility Director	1.00
ELE700395004	Assistant Electric Utility Director	1.00
ELE701023001	Senior Electric Technology Systems Analyst	1.00
ELE701029001	Senior Utility Billing Analyst	1.00
ELE701029002	Senior Utility Billing Analyst	1.00
ELE701036001	Senior Electric Metering Systems Technician	1.00
ELE701041001	Utility Billing and Field Services Supervisor	1.00
ELE701042001	Utility Customer Service Supervisor	1.00
ELE701044001	Senior Utility Customer Service Specialist	1.00
ELE701044002	Senior Utility Customer Service Specialist	1.00
ELE701044003	Senior Utility Customer Service Specialist	1.00
ELE701046001	Utility Customer Service Specialist I/II	1.00
ELE701046002	Utility Customer Service Specialist I/II	1.00
ELE701046003	Utility Customer Service Specialist I/II	1.00
ELE701046004	Utility Customer Service Specialist I/II	1.00
ELE701046005	Utility Customer Service Specialist I/II	1.00
ELE701049001	Utility Customer Service Representative I/II	1.00
ELE701049004	Utility Customer Service Representative I/II	1.00
ELE701049005	Utility Customer Service Representative I/II	1.00
ELE701049006	Utility Customer Service Representative I/II	1.00
ELE701049007	Utility Customer Service Representative I/II	1.00
ELE701049008	Utility Customer Service Representative I/II	0.50
ELE701049009	Utility Customer Service Representative I/II	1.00
ELE701049010	Utility Customer Service Representative I/II	0.50
ELE701049011	Utility Customer Service Representative I/II	0.75
ELE701049012	Utility Customer Service Representative I/II	1.00
ELE701049013	Utility Customer Service Representative I/II	1.00

ELE701049014	Utility Customer Service Representative I/II	1.00
ELE701049015	Utility Customer Service Representative I/II	1.00
ELE701067001	Associate/Assistant Electric Analyst	1.00
ELE701067002	Associate/Assistant Electric Analyst	1.00
ELE701067003	Associate/Assistant Electric Analyst	1.00
ELE701067004	Associate/Assistant Electric Analyst	1.00
ELE701067005	Associate/Assistant Electric Analyst	1.00
ELE701067006	Associate/Assistant Electric Analyst	1.00
ELE701067007	Associate/Assistant Electric Analyst	1.00
ELE701067008	Associate/Assistant Electric Analyst	1.00
ELE701067009	Associate/Assistant Electric Analyst	1.00
ELE701082001	Generation Maintenance Scheduler-Coordinator	1.00
ELE701083001	Electric/Apprentice Substation Technician	1.00
ELE701083002	Electric/Apprentice Substation Technician	1.00
ELE701083003	Electric/Apprentice Substation Technician	1.00
ELE701083004	Electric/Apprentice Substation Technician	1.00
ELE701083005	Electric/Apprentice Substation Technician	1.00
ELE701083006	Electric/Apprentice Substation Technician	1.00
ELE701083007	Electric/Apprentice Substation Technician	1.00
ELE701083008	Electric/Apprentice Substation Technician	1.00
ELE701083009	Electric/Apprentice Substation Technician	1.00
ELE701083010	Electric/Apprentice Substation Technician	1.00
ELE701083011	Electric/Apprentice Substation Technician	1.00
ELE701083012	Electric/Apprentice Substation Technician	1.00
ELE701085001	Electric/Apprentice Metering System Technician	1.00
ELE701085002	Electric/Apprentice Metering System Technician	1.00
ELE701085003	Electric/Apprentice Metering System Technician	1.00
ELE701085004	Electric/Apprentice Metering System Technician	1.00
ELE701085005	Electric/Apprentice Metering System Technician	1.00
ELE701103001	Senior Utility Billing Customer Service Field Representative	1.00
ELE701104001	Utility Billing Customer Service Field Rep I/II	1.00
ELE701116001	Electric Utility Chief Operating Officer	1.00
ELE701117001	Electric Economic Development and Partnership Manager	1.00
ELE701130001	Electric Operations Safety Technician	1.00
ELE701312001	Electric Business Analyst I/II	1.00
ELE701312002	Electric Business Analyst I/II	1.00
ELE701312003	Electric Business Analyst I/II	1.00
ELE701312004	Electric Business Analyst I/II	1.00
ELE701312006	Electric Business Analyst I/II	1.00
ELE701312007	Electric Business Analyst I/II	1.00
ELE701505001	AMI Project Manager	1.00

ELE701548002	Data Management Specialist I/II	1.00
ELE701645001	Department Public Information Officer	1.00
ELE701648001	Government Relations Representative I/II	1.00
ELE702212001	Electric Materials Technician I/II	1.00
ELE702212002	Electric Materials Technician I/II	1.00
ELE702212003	Electric Materials Technician I/II	1.00
ELE702212004	Electric Materials Technician I/II	1.00
ELE702215001	Electric Utility Financial Administrator	1.00
ELE702216001	Electric Risk and Compliance Supervisor	1.00
ELE702254001	Electric Preventive Data System Technician	1.00
ELE702284001	Electric Engineering Technician Supervisor	1.00
ELE702285003	Electric/Apprentice Line Technician	1.00
ELE702285004	Electric/Apprentice Line Technician	1.00
ELE702285005	Electric/Apprentice Line Technician	1.00
ELE702285006	Electric/Apprentice Line Technician	1.00
ELE702285007	Electric/Apprentice Line Technician	1.00
ELE702285008	Electric/Apprentice Line Technician	1.00
ELE702285009	Electric/Apprentice Line Technician	1.00
ELE702285010	Electric/Apprentice Line Technician	1.00
ELE702285011	Electric/Apprentice Line Technician	1.00
ELE702285012	Electric/Apprentice Line Technician	1.00
ELE702285013	Electric/Apprentice Line Technician	1.00
ELE702285014	Electric/Apprentice Line Technician	1.00
ELE702285015	Electric/Apprentice Line Technician	1.00
ELE702286001	Electric Line Troubleshooter	1.00
ELE702286002	Electric Line Troubleshooter	1.00
ELE702286003	Electric Line Troubleshooter	1.00
ELE702286004	Electric Line Troubleshooter	1.00
ELE702316001	Electric Resources Planner I/II	1.00
ELE702316002	Electric Resources Planner I/II	1.00
ELE702316003	Electric Resources Planner I/II	1.00
ELE702316005	Electric Resources Planner I/II	1.00
ELE702319001	Electric Substation Supervisor	1.00
ELE702320001	Electric Utility Director	1.00
ELE702330002	Electric Drafting Technician I/II	1.00
ELE702335001	Electric Compliance Analyst I/II	1.00
ELE702335002	Electric Compliance Analyst I/II	1.00
ELE702338001	Electric Operations Manager	1.00
ELE702339001	Electric Operations Supervisor	1.00
ELE702339002	Electric Operations Supervisor	1.00
ELE702345001	Electric Engineering Technician I/II	1.00
ELE702345003	Electric Engineering Technician I/II	1.00
ELE702345004	Electric Engineering Technician I/II	1.00
ELE702345005	Electric Engineering Technician I/II	1.00
ELE702350001	Electric System Dispatcher	1.00
ELE702350002	Electric System Dispatcher	1.00
ELE702350003	Electric System Dispatcher	1.00

ELE702359001	Electric Technology System Technician	1.00
ELE702359002	Electric Technology System Technician	1.00
ELE702359003	Electric Technology System Technician	1.00
ELE702466002	Energy Program Technician	1.00
ELE702466003	Energy Program Technician	1.00
ELE702501001	Energy Services Account Representative I/II	1.00
ELE702501002	Energy Services Account Representative I/II	1.00
ELE702501003	Energy Services Account Representative I/II	1.00
ELE703315001	Utility Billing Analyst I/II	1.00
ELE703315002	Utility Billing Analyst I/II	1.00
ELE703315003	Utility Billing Analyst I/II	1.00
ELE703315004	Utility Billing Analyst I/II	1.00
ELE703315005	Utility Billing Analyst I/II	1.00
ELE703608001	Instrument and Control Technician	1.00
ELE703608002	Instrument and Control Technician	1.00
ELE703608003	Instrument and Control Technician	1.00
ELE704517001	Marketing and Communication Analyst I/II	1.00
ELE704517002	Marketing and Communication Analyst I/II	1.00
ELE704540001	Meter Reader	1.00
ELE704540002	Meter Reader	1.00
ELE704540003	Meter Reader	1.00
ELE704957001	Office Assistant I/II	1.00
ELE704957002	Office Assistant I/II	1.00
ELE704957003	Office Assistant I/II	1.00
ELE704957004	Office Assistant I/II	1.00
ELE705523001	Power Plant Operator Technician I/II	1.00
ELE705523002	Power Plant Operator Technician I/II	1.00
ELE705523003	Power Plant Operator Technician I/II	1.00
ELE705523004	Power Plant Operator Technician I/II	1.00
ELE705523005	Power Plant Operator Technician I/II	1.00
ELE705523006	Power Plant Operator Technician I/II	1.00
ELE705523007	Power Plant Operator Technician I/II	1.00
ELE705523008	Power Plant Operator Technician I/II	1.00
ELE705523009	Power Plant Operator Technician I/II	1.00
ELE705526001	Power Plant Mechanic	1.00
ELE705526002	Power Plant Mechanic	1.00
ELE705526003	Power Plant Mechanic	1.00
ELE705530001	Power Plant Operations and Maintenance Supervisor	1.00
ELE705530002	Power Plant Operations and Maintenance Supervisor	1.00
ELE705535001	Power Supply and Portfolio Administrator	1.00
ELE705555001	Senior Power Plant Engineer	1.00
ELE705591001	Power Plant Engineer I/II	1.00
ELE705591002	Power Plant Engineer I/II	1.00
ELE705596001	Power Engineer I/II	1.00
ELE705596003	Power Engineer I/II	1.00

ELE705596004	Power Engineer I/II	1.00
ELE705600001	Power Generation Superintendent	1.00
ELE706285001	Electric Customer Programs Supervisor	1.00
ELE707163002	Senior Energy Services Account Representative	1.00
ELE707118001	Senior Electric Line Technician	1.00
ELE707118002	Senior Electric Line Technician	1.00
ELE707118003	Senior Electric Line Technician	1.00
ELE707118004	Senior Electric Line Technician	1.00
ELE707118005	Senior Electric Line Technician	1.00
ELE707126001	Senior Electric Substation Technician	1.00
ELE707126002	Senior Electric Substation Technician	1.00
ELE707126003	Senior Electric Substation Technician	1.00
ELE707128001	Senior Electric Business Analyst	1.00
ELE707128002	Senior Electric Business Analyst	1.00
ELE707128003	Senior Electric Business Analyst	1.00
ELE707128004	Senior Electric Business Analyst	1.00
ELE707151001	Senior Power Engineer	1.00
ELE707151002	Senior Power Engineer	1.00
ELE707152001	Senior Power Plant Operator Technician	1.00
ELE707152002	Senior Power Plant Operator Technician	1.00
ELE707152003	Senior Power Plant Operator Technician	1.00
ELE707152004	Senior Power Plant Operator Technician	1.00
ELE707161001	Senior GIS Analyst	1.00
ELE707163001	Senior Energy Services Account Representative	1.00
ELE707168001	Senior Electric System Dispatcher	1.00
ELE707169001	Senior Electric Materials Technician	1.00
ELE709200001	Utility Billing Operations Manager	1.00
ELE709250001	Electric Utility Inspection Technician	1.00
ELE709250002	Electric Utility Inspection Technician	1.00
ELE709250003	Electric Utility Inspection Technician	1.00
ELE709560001	Electric Technology Systems Administrator	1.00

Total for Department:	ELE Electric Department	196.75
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Position Code	Position Title	Allocated FTE
EUD749101002	Water Quality Lab Supervisor	1.00
EUD740050001	Management Analyst I/II	1.00
EUD740071001	Administrative Assistant	1.00
EUD740084001	Administrative Technician	1.00
EUD740084002	Administrative Technician	1.00
EUD740084003	Administrative Technician	1.00
EUD740084004	Administrative Technician	1.00
EUD740084005	Administrative Technician	1.00
EUD740411001	Assistant Environmental Utilities Director	1.00
EUD740411003	Assistant Environmental Utilities Director	1.00

EUD740820001	Associate Engineer	1.00
EUD740820002	Associate Engineer	1.00
EUD740820003	Associate Engineer	1.00
EUD741004001	Process Engineer	1.00
EUD741005001	Associate (PE)/Assistant/Junior Engineer	1.00
EUD741005002	Associate (PE)/Assistant/Junior Engineer	1.00
EUD741024001	Environmental Utilities Maintenance Superintendent	1.00
EUD741028001	Organics Truck Driver	1.00
EUD741038002	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038003	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038004	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038005	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038006	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741053001	Water Quality Technician	1.00
EUD741065001	Senior Environmental Utilities Business Analyst	1.00
EUD741099001	Waste Services Clerk I/II	1.00
EUD741099002	Waste Services Clerk I/II	1.00
EUD741102001	Utility Exploration Center Supervisor	1.00
EUD741123001	Senior Environmental Utilities Instrument & Control Technician	1.00
EUD741128001	Waste Services Field Enforcement Inspector	1.00
EUD741133001	Senior Laboratory Analyst	1.00
EUD741135001	Laboratory Analyst I/II	1.00
EUD741135002	Laboratory Analyst I/II	1.00
EUD741135003	Laboratory Analyst I/II	1.00
EUD741135004	Laboratory Analyst I/II	1.00
EUD741136001	Industrial Waste Analyst	1.00
EUD741277001	Engineering Manager	1.00
EUD741279001	Senior Solid Waste Billing Technician	1.00
EUD741350001	Engineering Technician I/II	1.00
EUD741350002	Engineering Technician I/II	1.00
EUD741548001	Data Management Specialist I/II	1.00
EUD741548002	Data Management Specialist I/II	1.00
EUD741548003	Data Management Specialist I/II	1.00
EUD741645001	Department Public Information Officer	1.00
EUD741646001	Utility Government Relations Administrator	1.00
EUD741648001	Government Relations Representative I/II	1.00
EUD741684001	Environmental Utilities Director	1.00
EUD742541001	Environmental Utilities Compliance Administrator	1.00
EUD742541002	Environmental Utilities Compliance Administrator	1.00

EUD742541003	Environmental Utilities Compliance Administrator	1.00
EUD742541004	Environmental Utilities Compliance Administrator	1.00
EUD742544001	Environmental Compliance Specialist I/II	1.00
EUD742544002	Environmental Compliance Specialist I/II	1.00
EUD742547001	Environmental Utilities Business Analyst I/II	1.00
EUD742547002	Environmental Utilities Business Analyst I/II	1.00
EUD742547003	Environmental Utilities Business Analyst I/II	1.00
EUD742547004	Environmental Utilities Business Analyst I/II	1.00
EUD742547005	Environmental Utilities Business Analyst I/II	1.00
EUD742548002	Environmental Utilities Business Services Manager	1.00
EUD743412001	GIS Analyst I/II	1.00
EUD743412002	GIS Analyst I/II	1.00
EUD743412003	GIS Analyst I/II	1.00
EUD743610002	Industrial Waste Technician	1.00
EUD743732001	Interpretive Services Specialist I/II	1.00
EUD743732002	Interpretive Services Specialist I/II	1.00
EUD743733001	Senior Interpretive Services Specialist	1.00
EUD744517002	Marketing and Communication Analyst I/II	1.00
EUD744517003	Marketing and Communication Analyst I/II	1.00
EUD744520001	Materials Technician	1.00
EUD744520002	Materials Technician	1.00
EUD744957002	Office Assistant I/II	1.00
EUD744957003	Office Assistant I/II	1.00
EUD744957004	Office Assistant I/II	1.00
EUD744957005	Office Assistant I/II	1.00
EUD744957006	Office Assistant I/II	1.00
EUD744957008	Office Assistant I/II	1.00
EUD744957009	Office Assistant I/II	1.00
EUD744957010	Office Assistant I/II	1.00
EUD744957011	Office Assistant I/II	1.00
EUD744957012	Office Assistant I/II	1.00
EUD745319001	Plant and Equipment Maintenance Worker I/II	1.00
EUD745319002	Plant and Equipment Maintenance Worker I/II	1.00
EUD745319003	Plant and Equipment Maintenance Worker I/II	1.00
EUD745328001	Plant and Equipment Mechanic I/II	1.00
EUD745328002	Plant and Equipment Mechanic I/II	1.00
EUD745328003	Plant and Equipment Mechanic I/II	1.00
EUD745328004	Plant and Equipment Mechanic I/II	1.00
EUD745328005	Plant and Equipment Mechanic I/II	1.00
EUD745328006	Plant and Equipment Mechanic I/II	1.00
EUD745402001	Predictive Maintenance Technician I/II	1.00
EUD745502001	Preventative Maintenance Technician I/II	1.00
EUD745502002	Preventative Maintenance Technician I/II	1.00
EUD745502003	Preventative Maintenance Technician I/II	1.00
EUD745502004	Preventative Maintenance Technician I/II	1.00

EUD745502005	Preventative Maintenance Technician I/II	1.00
EUD745514001	Principal Engineer	1.00
EUD745514002	Principal Engineer	1.00
EUD745519001	Preventative Maintenance Supervisor	1.00
EUD745519002	Preventative Maintenance Supervisor	1.00
EUD745519003	Preventative Maintenance Supervisor	1.00
EUD745533001	Preventative Maintenance Coordinator	1.00
EUD745533002	Preventative Maintenance Coordinator	1.00
EUD746150001	Recycling and Organics Coordinator	1.00
EUD746226001	Refuse Maintenance Worker I/II	1.00
EUD746226002	Refuse Maintenance Worker I/II	1.00
EUD746226003	Refuse Maintenance Worker I/II	1.00
EUD746226004	Refuse Maintenance Worker I/II	1.00
EUD746226005	Refuse Maintenance Worker I/II	1.00
EUD746231001	Refuse Superintendent	1.00
EUD746235001	Refuse Supervisor	1.00
EUD746235002	Refuse Supervisor	1.00
EUD746235003	Refuse Supervisor	1.00
EUD746235004	Refuse Supervisor	1.00
EUD746244001	Refuse and Stormwater Manager	1.00
EUD746304001	Refuse Truck Driver I/II	1.00
EUD746304002	Refuse Truck Driver I/II	1.00
EUD746304003	Refuse Truck Driver I/II	1.00
EUD746304004	Refuse Truck Driver I/II	1.00
EUD746304005	Refuse Truck Driver I/II	1.00
EUD746304006	Refuse Truck Driver I/II	1.00
EUD746304007	Refuse Truck Driver I/II	1.00
EUD746304008	Refuse Truck Driver I/II	1.00
EUD746304009	Refuse Truck Driver I/II	1.00
EUD746304010	Refuse Truck Driver I/II	1.00
EUD746304011	Refuse Truck Driver I/II	1.00
EUD746304012	Refuse Truck Driver I/II	1.00
EUD746304013	Refuse Truck Driver I/II	1.00
EUD746304014	Refuse Truck Driver I/II	1.00
EUD746304015	Refuse Truck Driver I/II	1.00
EUD746304016	Refuse Truck Driver I/II	1.00
EUD746304017	Refuse Truck Driver I/II	1.00
EUD746304018	Refuse Truck Driver I/II	1.00
EUD746304019	Refuse Truck Driver I/II	1.00
EUD746304020	Refuse Truck Driver I/II	1.00
EUD746304021	Refuse Truck Driver I/II	1.00
EUD746304022	Refuse Truck Driver I/II	1.00
EUD746304023	Refuse Truck Driver I/II	1.00
EUD746304024	Refuse Truck Driver I/II	1.00
EUD746304025	Refuse Truck Driver I/II	1.00
EUD746304026	Refuse Truck Driver I/II	1.00
EUD746304027	Refuse Truck Driver I/II	1.00

EUD746304028	Refuse Truck Driver I/II	1.00
EUD746304029	Refuse Truck Driver I/II	1.00
EUD746304030	Refuse Truck Driver I/II	1.00
EUD746304031	Refuse Truck Driver I/II	1.00
EUD746304032	Refuse Truck Driver I/II	1.00
EUD746304033	Refuse Truck Driver I/II	1.00
EUD746304034	Refuse Truck Driver I/II	1.00
EUD746304035	Refuse Truck Driver I/II	1.00
EUD746304036	Refuse Truck Driver I/II	1.00
EUD746304037	Refuse Truck Driver I/II	1.00
EUD746304038	Refuse Truck Driver I/II	1.00
EUD746304039	Refuse Truck Driver I/II	1.00
EUD746304040	Refuse Truck Driver I/II	1.00
EUD746304042	Refuse Truck Driver I/II	1.00
EUD746500001	Safety Coordinator	1.00
EUD746500002	Safety Coordinator	1.00
EUD747020001	SCADA System Technician	1.00
EUD747020002	SCADA System Technician	1.00
EUD747129001	Senior Refuse Truck Driver	1.00
EUD747129002	Senior Refuse Truck Driver	1.00
EUD747129003	Senior Refuse Truck Driver	1.00
EUD747129004	Senior Refuse Truck Driver	1.00
EUD747129005	Senior Refuse Truck Driver	1.00
EUD747129006	Senior Refuse Truck Driver	1.00
EUD747129007	Senior Refuse Truck Driver	1.00
EUD747142001	Senior Engineer	1.00
EUD747142002	Senior Engineer	1.00
EUD747142003	Senior Engineer	1.00
EUD747142004	Senior Engineer	1.00
EUD747161001	Senior GIS Analyst	1.00
EUD747202001	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202002	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202003	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202004	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202005	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202006	Senior Wastewater Utility Maintenance Worker	1.00
EUD747204001	Senior Water Distribution Worker	1.00
EUD747204002	Senior Water Distribution Worker	1.00
EUD747204003	Senior Water Distribution Worker	1.00
EUD747204004	Senior Water Distribution Worker	1.00
EUD747204005	Senior Water Distribution Worker	1.00
EUD747204006	Senior Water Distribution Worker	1.00
EUD747204007	Senior Water Distribution Worker	1.00

EUD747204008	Senior Water Distribution Worker	1.00
EUD747284001	Senior Preventative Maintenance Technician	1.00
EUD747284002	Senior Preventative Maintenance Technician	1.00
EUD747284003	Senior Preventative Maintenance Technician	1.00
EUD747324001	Solid Waste Billing Technician	1.00
EUD748978001	Wastewater Collection Supervisor	1.00
EUD748978002	Wastewater Collection Supervisor	1.00
EUD748978003	Wastewater Collection Supervisor	1.00
EUD748980001	Wastewater Collection Superintendent	1.00
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749025001	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025002	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025003	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025004	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025005	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025006	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025007	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749025008	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025009	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1.00
EUD749025010	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749029001	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029002	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029003	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029004	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029005	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029006	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029007	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029008	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029009	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029010	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029011	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029012	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029013	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029014	Wastewater Utility Maintenance Worker I/II	1.00

EUD749029015	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029016	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029017	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029018	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029019	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029020	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029021	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029022	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029023	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029024	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029025	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029026	Wastewater Utility Maintenance Worker I/II	1.00
EUD749030001	Wastewater Treatment Plant Operator Grade IV	1.00
EUD749030002	Wastewater Treatment Plant Operator Grade IV	1.00
EUD749040001	Wastewater Treatment Plant Chief Operator	1.00
EUD749045001	Wastewater Utility Manager	1.00
EUD749047001	Water Conservation Administrator	1.00
EUD749051001	Water Conservation Worker I/II	1.00
EUD749051002	Water Conservation Worker I/II	1.00
EUD749051003	Water Conservation Worker I/II	1.00
EUD749051004	Water Conservation Worker I/II	1.00
EUD749051005	Water Conservation Worker I/II	1.00
EUD749078001	Water Conservation Specialist	1.00
EUD749084001	Water Distribution Supervisor	1.00
EUD749084002	Water Distribution Supervisor	1.00
EUD749084003	Water Distribution Supervisor	1.00
EUD749084004	Water Distribution Supervisor	1.00
EUD749085001	Water Distribution Superintendent	1.00
EUD749101001	Water Quality Lab Supervisor	1.00
EUD749175001	Water Treatment Plant Chief Operator	1.00
EUD749230001	Water Treatment Plant Operator Grade I/II/III 24Hr	1.00
EUD749230002	Water Treatment Plant Operator Grade I/II/III 24Hr	1.00
EUD749230003	Water Treatment Plant Operator Grade I/II/III 24Hr	1.00
EUD749230004	Water Treatment Plant Operator Grade I/II/III 24Hr	1.00
EUD749230005	Water Treatment Plant Operator Grade I/II/III 24Hr	1.00
EUD749230006	Water Treatment Plant Operator Grade I/II/III 24Hr	1.00
EUD749244001	Water Utility Manager	1.00
EUD749248001	Water Distribution Worker I/II	1.00
EUD749248002	Water Distribution Worker I/II	1.00
EUD749248003	Water Distribution Worker I/II	1.00
EUD749248004	Water Distribution Worker I/II	1.00

EUD749248005	Water Distribution Worker I/II	1.00
EUD749248006	Water Distribution Worker I/II	1.00
EUD749248007	Water Distribution Worker I/II	1.00
EUD749248008	Water Distribution Worker I/II	1.00
EUD749248009	Water Distribution Worker I/II	1.00
EUD749248010	Water Distribution Worker I/II	1.00
EUD749248011	Water Distribution Worker I/II	1.00
EUD749248012	Water Distribution Worker I/II	1.00
EUD749248013	Water Distribution Worker I/II	1.00
EUD749248014	Water Distribution Worker I/II	1.00
EUD749248015	Water Distribution Worker I/II	1.00
EUD749248016	Water Distribution Worker I/II	1.00
EUD749248017	Water Distribution Worker I/II	1.00
EUD749248018	Water Distribution Worker I/II	1.00
EUD749248019	Water Distribution Worker I/II	1.00
EUD749248020	Water Distribution Worker I/II	1.00
EUD749248021	Water Distribution Worker I/II	1.00
EUD749248022	Water Distribution Worker I/II	1.00
EUD749248023	Water Distribution Worker I/II	1.00
EUD749248024	Water Distribution Worker I/II	1.00
EUD749550001	ERP Business Analyst I/II	1.00
EUD749559001	Senior SCADA System Technician	1.00

Total for Department:	EUD Environmental Utilities Department	284.00
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Position Code	Position Title	Allocated FTE
FIN240040001	Accountant I/II	1.00
FIN240040002	Accountant I/II	1.00
FIN240040003	Accountant I/II	1.00
FIN240043001	Accounting Supervisor	1.00
FIN240050001	Management Analyst I/II	1.00
FIN240050002	Management Analyst I/II	1.00
FIN240084001	Administrative Technician	1.00
FIN240915001	Budget Analyst I/II	1.00
FIN240915002	Budget Analyst I/II	1.00
FIN240915003	Budget Analyst I/II	1.00
FIN240915004	Budget Analyst I/II	1.00
FIN240930001	Budget Manager	1.00
FIN241021001	Assistant City Manager/Chief Financial Officer	1.00
FIN241051001	Senior Accountant	1.00
FIN241051002	Senior Accountant	1.00
FIN241051003	Senior Accountant	1.00
FIN241060001	Buyer I/II	1.00
FIN241060002	Buyer I/II	1.00
FIN241060003	Buyer I/II	1.00
FIN241060004	Buyer I/II	1.00

FIN241124001	Payroll Analyst I/II	1.00
FIN241124002	Payroll Analyst I/II	1.00
FIN241129004	Purchasing Supervisor	1.00
FIN241370001	Accounting Manager	1.00
FIN2421026001	Assistant Finance Director	1.00
FIN242900001	Finance Manager	1.00
FIN243326001	Finance Technician I/II	1.00
FIN243326002	Finance Technician I/II	1.00
FIN243326003	Finance Technician I/II	1.00
FIN243326004	Finance Technician I/II	1.00
FIN243326005	Finance Technician I/II	1.00
FIN243326006	Finance Technician I/II	1.00
FIN243326007	Finance Technician I/II	1.00
FIN244457001	Management Assistant I/II	1.00
FIN245101001	Payroll Technician I/II	1.00
FIN245101002	Payroll Technician I/II	1.00
FIN245101003	Payroll Technician I/II	1.00
FIN245101004	Payroll Technician I/II	0.60
FIN245652001	Purchasing and Warehouse Manager	1.00
FIN246520001	ERP Program Manager	1.00
FIN247139001	Senior Buyer	1.00
FIN247141001	Senior Payroll Technician	1.00
FIN247203001	Senior Warehouse Worker	1.00
FIN248952001	Warehouse Worker I/II	1.00
FIN248952002	Warehouse Worker I/II	1.00
FIN249427001	Accounts Payable Supervisor	1.00
FIN249428001	Payroll Supervisor	1.00
FIN249550001	ERP Business Analyst I/II	1.00
FIN249550002	ERP Business Analyst I/II	1.00
FIN249550003	ERP Business Analyst I/II	1.00
FIN249550004	ERP Business Analyst I/II	1.00

Total for Department:	FIN Finance Department	50.60
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Position Code	Position Title	Allocated FTE
FIR480050001	Management Analyst I/II	1.00
FIR480071001	Administrative Assistant	1.00
FIR480084001	Administrative Technician	1.00
FIR480480001	Assistant Fire Chief	1.00
FIR480905001	Fire Battalion Chief	1.00
FIR480905002	Fire Battalion Chief	1.00
FIR480905003	Fire Battalion Chief	1.00
FIR480905004	Fire Battalion Chief	1.00
FIR480905005	Fire Battalion Chief	1.00
FIR480905006	Fire Battalion Chief	1.00
FIR480905007	Fire Battalion Chief	1.00

FIR481022001	Fire and Environmental Inspection Supervisor	1.00
FIR481645001	Department Public Information Officer	1.00
FIR482415001	EMS Quality Assurance Coordinator	1.00
FIR483320001	Fire Captain	1.00
FIR483320002	Fire Captain	1.00
FIR483320003	Fire Captain	1.00
FIR483320004	Fire Captain	1.00
FIR483320005	Fire Captain	1.00
FIR483320006	Fire Captain	1.00
FIR483320007	Fire Captain	1.00
FIR483320008	Fire Captain	1.00
FIR483320009	Fire Captain	1.00
FIR483320010	Fire Captain	1.00
FIR483320011	Fire Captain	1.00
FIR483320012	Fire Captain	1.00
FIR483320013	Fire Captain	1.00
FIR483320014	Fire Captain	1.00
FIR483320015	Fire Captain	1.00
FIR483320016	Fire Captain	1.00
FIR483320017	Fire Captain	1.00
FIR483320018	Fire Captain	1.00
FIR483320019	Fire Captain	1.00
FIR483320020	Fire Captain	1.00
FIR483320021	Fire Captain	1.00
FIR483320022	Fire Captain	1.00
FIR483320023	Fire Captain	1.00
FIR483320024	Fire Captain	1.00
FIR483320025	Fire Captain	1.00
FIR483320026	Fire Captain	1.00
FIR483320027	Fire Captain	1.00
FIR483320028	Fire Captain	1.00
FIR483320029	Fire Captain	1.00
FIR483320030	Fire Captain	1.00
FIR483320031	Fire Captain (8 Hr)	1.00
FIR483320032	Fire Captain	1.00
FIR483320033	Fire Captain	1.00
FIR483320034	Fire Captain	1.00
FIR483330001	Fire Chief	1.00
FIR483332001	Fire Division Chief	1.00
FIR483332002	Fire Division Chief	1.00
FIR483340001	Fire Engineer	1.00
FIR483340002	Fire Engineer	1.00
FIR483340003	Fire Engineer	1.00
FIR483340004	Fire Engineer	1.00
FIR483340005	Fire Engineer	1.00
FIR483340006	Fire Engineer	1.00
FIR483340007	Fire Engineer	1.00

FIR483340008	Fire Engineer	1.00
FIR483340009	Fire Engineer	1.00
FIR483340010	Fire Engineer	1.00
FIR483340011	Fire Engineer	1.00
FIR483340012	Fire Engineer	1.00
FIR483340013	Fire Engineer	1.00
FIR483340014	Fire Engineer	1.00
FIR483340015	Fire Engineer	1.00
FIR483340016	Fire Engineer	1.00
FIR483340017	Fire Engineer	1.00
FIR483340018	Fire Engineer	1.00
FIR483340019	Fire Engineer	1.00
FIR483340020	Fire Engineer	1.00
FIR483340021	Fire Engineer	1.00
FIR483340022	Fire Engineer	1.00
FIR483340023	Fire Engineer	1.00
FIR483340024	Fire Engineer	1.00
FIR483340025	Fire Engineer	1.00
FIR483340026	Fire Engineer	1.00
FIR483340027	Fire Engineer	1.00
FIR483340028	Fire Engineer	1.00
FIR483340029	Fire Engineer	1.00
FIR483340030	Fire Engineer	1.00
FIR483340031	Fire Engineer	1.00
FIR483340032	Fire Engineer	1.00
FIR483340033	Fire Engineer	1.00
FIR483355001	Firefighter Paramedic I/II	1.00
FIR483355002	Firefighter Paramedic I/II	1.00
FIR483355003	Firefighter Paramedic I/II	1.00
FIR483355004	Firefighter Paramedic I/II	1.00
FIR483355005	Firefighter Paramedic I/II	1.00
FIR483355006	Firefighter Paramedic I/II	1.00
FIR483355007	Firefighter Paramedic I/II	1.00
FIR483355008	Firefighter Paramedic I/II	1.00
FIR483355009	Firefighter Paramedic I/II	1.00
FIR483355010	Firefighter Paramedic I/II	1.00
FIR483355011	Firefighter Paramedic I/II	1.00
FIR483355012	Firefighter Paramedic I/II	1.00
FIR483355013	Firefighter Paramedic I/II	1.00
FIR483355014	Firefighter Paramedic I/II	1.00
FIR483355015	Firefighter Paramedic I/II	1.00
FIR483355016	Firefighter Paramedic I/II	1.00
FIR483355017	Firefighter Paramedic I/II	1.00
FIR483355018	Firefighter Paramedic I/II	1.00
FIR483355019	Firefighter Paramedic I/II	1.00
FIR483355020	Firefighter Paramedic I/II	1.00
FIR483355021	Firefighter Paramedic I/II	1.00

FIR483355022	Firefighter Paramedic I/II	1.00
FIR483355023	Firefighter Paramedic I/II	1.00
FIR483355024	Firefighter Paramedic I/II	1.00
FIR483355025	Firefighter Paramedic I/II	1.00
FIR483355026	Firefighter Paramedic I/II	1.00
FIR483355027	Firefighter Paramedic I/II	1.00
FIR483355028	Firefighter Paramedic I/II	1.00
FIR483355029	Firefighter Paramedic I/II	1.00
FIR483355030	Firefighter Paramedic I/II	1.00
FIR483355031	Firefighter Paramedic I/II	1.00
FIR483355032	Firefighter Paramedic I/II	1.00
FIR483355033	Firefighter Paramedic I/II	1.00
FIR483355034	Firefighter Paramedic I/II	1.00
FIR483355035	Firefighter Paramedic I/II	1.00
FIR483355036	Firefighter Paramedic I/II	1.00
FIR483355037	Firefighter Paramedic I/II	1.00
FIR483355038	Firefighter Paramedic I/II	1.00
FIR483355039	Firefighter Paramedic I/II	1.00
FIR483377001	Fire and Environmental Safety Inspector I/II	1.00
FIR483377002	Fire and Environmental Safety Inspector I/II	1.00
FIR483377003	Fire and Environmental Safety Inspector I/II	1.00
FIR483377004	Fire and Environmental Safety Inspector I/II	1.00
FIR483377005	Fire and Environmental Safety Inspector I/II	1.00
FIR483412001	GIS Analyst I/II	1.00
FIR484957001	Office Assistant I/II	1.00

Total for Department:	FIR Fire Department	130.00
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Position Code	Position Title	Allocated FTE
HRD280071001	Administrative Assistant	1.00
HRD280484001	Assistant Human Resources Director	1.00
HRD283596001	Human Resources Analyst I/II	1.00
HRD283596002	Human Resources Analyst I/II	1.00
HRD283596003	Human Resources Analyst I/II	1.00
HRD283596004	Human Resources Analyst I/II	1.00
HRD283598001	Human Resources Director	1.00
HRD283599001	Human Resources Manager	1.00
HRD285235001	Human Resources Technician	1.00
HRD285235002	Human Resources Technician	1.00
HRD285235003	Human Resources Technician	1.00
HRD285235004	Human Resources Technician	1.00
HRD285235005	Human Resources Technician	1.00
HRD285235006	Human Resources Technician	1.00
HRD285235007	Human Resources Technician	1.00
HRD285235008	Human Resources Technician	1.00
HRD286450001	Risk Manager	1.00

HRD287178001	Senior Human Resources Technician	1.00
HRD287178002	Senior Human Resources Technician	1.00

Total for Department:	HRD Human Resources Department	19.00
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Position Code	Position Title	Allocated FTE
ITD320050001	Management Analyst I/II	1.00
ITD320084001	Administrative Technician	1.00
ITD321089002	Security Analyst I/II	1.00
ITD321089003	Security Analyst I/II	1.00
ITD321090001	Security Architect	1.00
ITD321091001	Systems Architect	1.00
ITD321091002	Systems Architect	1.00
ITD321091003	Systems Architect	1.00
ITD321091004	Systems Architect	1.00
ITD321091005	Systems Architect	1.00
ITD321091006	Systems Architect	1.00
ITD321091007	Systems Architect	1.00
ITD321091008	Systems Architect	1.00
ITD321180001	Chief Information Officer	1.00
ITD321362001	Business Systems Analyst I/II	1.00
ITD321362002	Business Systems Analyst I/II	1.00
ITD321362003	Business Systems Analyst I/II	1.00
ITD321362004	Business Systems Analyst I/II	1.00
ITD321362005	Business Systems Analyst I/II	1.00
ITD321362007	Business Systems Analyst I/II	1.00
ITD321362008	Business Systems Analyst I/II	1.00
ITD321362009	Business Systems Analyst I/II	1.00
ITD321362010	Business Systems Analyst I/II	1.00
ITD321362011	Business Systems Analyst I/II	1.00
ITD321362012	Business Systems Analyst I/II	1.00
ITD321362013	Business Systems Analyst I/II	1.00
ITD321552001	Database Analyst I/II	1.00
ITD321552002	Database Analyst I/II	1.00
ITD321552004	Database Analyst I/II	1.00
ITD321552006	Database Analyst I/II	1.00
ITD321552007	Database Analyst I/II	1.00
ITD323602001	Information Technology Program Manager	1.00
ITD323602002	Information Technology Program Manager	1.00
ITD323602003	Information Technology Program Manager	1.00
ITD323602004	Information Technology Program Manager	1.00
ITD323602005	Information Technology Program Manager	1.00
ITD323618001	Information Technology Technician I/II	1.00
ITD323618003	Information Technology Technician I/II	1.00
ITD323618004	Information Technology Technician I/II	1.00
ITD323625001	Information Security Administrator	1.00

ITD323794001	Information Technology Analyst I/II	1.00
ITD323794002	Information Technology Analyst I/II	1.00
ITD323794006	Information Technology Analyst I/II	1.00
ITD323794007	Information Technology Analyst I/II	1.00
ITD323794009	Information Technology Analyst I/II	1.00
ITD323794010	Information Technology Analyst I/II	1.00
ITD323794012	Information Technology Analyst I/II	1.00
ITD323794013	Information Technology Analyst I/II	1.00
ITD327130001	Senior Business Systems Analyst	1.00
ITD327130002	Senior Business Systems Analyst	1.00
ITD327130003	Senior Business Systems Analyst	1.00
ITD327145001	Senior Database Analyst	1.00
ITD327149001	Senior Information Technology Technician	1.00
ITD327149003	Senior Information Technology Technician	1.00
ITD327194001	Senior Information Technology Analyst	1.00
ITD329542001	Information Technology Client Services Supervisor	1.00
ITD329558001	Assistant Information Technology Director	1.00
ITD329558002	Assistant Information Technology Director	1.00

Total for Department:	ITD Information Technology Department	58.00
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Position Code	Position Title	Allocated FTE
CMO143451001	Government Relations Administrator	1.00
PAC181108001	Public Affairs and Communication Manager	1.00
PAC181109001	Digital Content Analyst	1.00
PAC181645001	Department Public Information Officer	1.00
PAC181645002	Department Public Information Officer	1.00
PAC181659001	Deputy City Manager	1.00
PAC184517001	Marketing and Communication Analyst I/II	1.00
PAC184517002	Marketing and Communication Analyst I/II	1.00
PAC188426001	Video and Multimedia Technician	1.00

Total for Department:	PAC Public Affairs and Communications	9.00
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Position Code	Position Title	Allocated FTE
POL440050001	Management Analyst I/II	1.00
POL440071001	Administrative Assistant	1.00
POL440100001	Animal Control Officer	1.00
POL440100002	Animal Control Officer	1.00
POL440100003	Animal Control Officer	1.00
POL440110001	Animal Control Supervisor	1.00
POL441092001	Senior Police Records Clerk	1.00
POL441092002	Senior Police Records Clerk	1.00
POL441094001	Police Property and Evidence Technician I/II	1.00

POL441094002	Police Property and Evidence Technician I/II	1.00
POL441094003	Police Property and Evidence Technician I/II	1.00
POL441094004	Police Property and Evidence Technician I/II	1.00
POL441126001	Police Social Services Supervisor	1.00
POL441138001	Police Social Services Practitioner I	1.00
POL441380001	Community Services Officer I/II	1.00
POL441380002	Community Services Officer I/II	1.00
POL441380003	Community Services Officer I/II	1.00
POL441380004	Community Services Officer I/II	1.00
POL441380005	Community Services Officer I/II	1.00
POL441380006	Community Services Officer I/II	1.00
POL441380007	Community Services Officer I/II	1.00
POL441380008	Community Services Officer I/II	1.00
POL441380009	Community Services Officer I/II	1.00
POL441380010	Community Services Officer I/II	1.00
POL441380011	Community Services Officer I/II	1.00
POL441430001	Communications Supervisor	1.00
POL441430002	Communications Supervisor	1.00
POL441430003	Communications Supervisor	1.00
POL441430004	Communications Supervisor	1.00
POL441475001	Crime Analyst	1.00
POL441475002	Crime Analyst	1.00
POL441700001	Dispatcher I/II	1.00
POL441700002	Dispatcher I/II	1.00
POL441700003	Dispatcher I/II	1.00
POL441700004	Dispatcher I/II	1.00
POL441700005	Dispatcher I/II	1.00
POL441700006	Dispatcher I/II	1.00
POL441700007	Dispatcher I/II	1.00
POL441700008	Dispatcher I/II	1.00
POL441700009	Dispatcher I/II	1.00
POL441700010	Dispatcher I/II	1.00
POL441700011	Dispatcher I/II	1.00
POL441700012	Dispatcher I/II	1.00
POL441700013	Dispatcher I/II	1.00
POL441700014	Dispatcher I/II	1.00
POL441700015	Dispatcher I/II	1.00
POL441700016	Dispatcher I/II	1.00
POL441700017	Dispatcher I/II	1.00
POL441700018	Dispatcher I/II	1.00
POL441700019	Dispatcher I/II	1.00
POL441700020	Dispatcher I/II	1.00
POL441700021	Dispatcher I/II	1.00
POL445400001	Police Captain	1.00
POL445400002	Police Captain	1.00
POL445400003	Police Captain	1.00
POL445410001	Police Chief	1.00

POL445420001	Police Lieutenant	1.00
POL445420002	Police Lieutenant	1.00
POL445420003	Police Lieutenant	1.00
POL445420004	Police Lieutenant	1.00
POL445420005	Police Lieutenant	1.00
POL445420006	Police Lieutenant	1.00
POL445420007	Police Lieutenant	1.00
POL445420008	Police Lieutenant	1.00
POL445429001	Police Property and Evidence Supervisor	1.00
POL445430001	Police Officer/Police Trainee	1.00
POL445430002	Police Officer/Police Trainee	1.00
POL445430003	Police Officer/Police Trainee	1.00
POL445430004	Police Officer/Police Trainee	1.00
POL445430005	Police Officer/Police Trainee	1.00
POL445430007	Police Officer/Police Trainee	1.00
POL445430008	Police Officer/Police Trainee	1.00
POL445430009	Police Officer/Police Trainee	1.00
POL445430010	Police Officer/Police Trainee	1.00
POL445430011	Police Officer/Police Trainee	1.00
POL445430012	Police Officer/Police Trainee	1.00
POL445430013	Police Officer/Police Trainee	1.00
POL445430014	Police Officer/Police Trainee	1.00
POL445430015	Police Officer/Police Trainee	1.00
POL445430016	Police Officer/Police Trainee	1.00
POL445430017	Police Officer/Police Trainee	1.00
POL445430018	Police Officer/Police Trainee	1.00
POL445430019	Police Officer/Police Trainee	1.00
POL445430020	Police Officer/Police Trainee	1.00
POL445430021	Police Officer/Police Trainee	1.00
POL445430022	Police Officer/Police Trainee	1.00
POL445430023	Police Officer/Police Trainee	1.00
POL445430024	Police Officer/Police Trainee	1.00
POL445430025	Police Officer/Police Trainee	1.00
POL445430026	Police Officer/Police Trainee	1.00
POL445430027	Police Officer/Police Trainee	1.00
POL445430028	Police Officer/Police Trainee	1.00
POL445430029	Police Officer/Police Trainee	1.00
POL445430030	Police Officer/Police Trainee	1.00
POL445430031	Police Officer/Police Trainee	1.00
POL445430032	Police Officer/Police Trainee	1.00
POL445430033	Police Officer/Police Trainee	1.00
POL445430034	Police Officer/Police Trainee	1.00
POL445430035	Police Officer/Police Trainee	1.00
POL445430036	Police Officer/Police Trainee	1.00
POL445430037	Police Officer/Police Trainee	1.00
POL445430038	Police Officer/Police Trainee	1.00
POL445430039	Police Officer/Police Trainee	1.00

POL445440010	Police Records Clerk I/II	1.00
POL445470001	Police Sergeant	1.00
POL445470002	Police Sergeant	1.00
POL445470003	Police Sergeant	1.00
POL445470004	Police Sergeant	1.00
POL445470005	Police Sergeant	1.00
POL445470006	Police Sergeant	1.00
POL445470007	Police Sergeant	1.00
POL445470008	Police Sergeant	1.00
POL445470009	Police Sergeant	1.00
POL445470010	Police Sergeant	1.00
POL445470011	Police Sergeant	1.00
POL445470012	Police Sergeant	1.00
POL445470013	Police Sergeant	1.00
POL445470014	Police Sergeant	1.00
POL445470015	Police Sergeant	1.00
POL445470016	Police Sergeant	1.00
POL445470017	Police Sergeant	1.00
POL445489001	Police Services Administrator	1.00
POL445489002	Police Services Administrator	1.00
POL445494001	Police Scene Technician I/II	1.00
POL445494002	Police Scene Technician I/II	1.00
POL445494003	Police Scene Technician I/II	1.00
POL445494004	Police Scene Technician I/II	1.00
POL445657001	Public Safety Program Coordinator	1.00
POL445748001	Records Supervisor	1.00
POL445748002	Records Supervisor	1.00

Total for Department:	POL Police Department	224.00
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Position Code	Position Title	Allocated FTE
PRL580050001	Management Analyst I/II	1.00
PRL580050002	Management Analyst I/II	1.00
PRL580050003	Management Analyst I/II	1.00
PRL580071001	Administrative Assistant	1.00
PRL580084001	Administrative Technician	1.00
PRL580084002	Administrative Technician	1.00
PRL580084003	Administrative Technician	1.00
PRL580084004	Administrative Technician	1.00
PRL580084005	Administrative Technician	1.00
PRL580084006	Administrative Technician	1.00
PRL580084007	Administrative Technician	1.00
PRL580084008	Administrative Technician	1.00
PRL581101001	Graphic Designer	0.75
PRL581106001	Park Planning and Development Manager	1.00
PRL581107001	Turf and Sports Field Technician	1.00

PRL581119001	Senior Park Development Project Manager	1.00
PRL581121001	Museum Assistant	1.00
PRL581142001	City Librarian	1.00
PRL581143002	Recreation Superintendent	1.00
PRL581143004	Recreation Superintendent	1.00
PRL581143005	Recreation Superintendent	1.00
PRL581144002	Recreation Supervisor	1.00
PRL581144003	Recreation Supervisor	1.00
PRL581144004	Recreation Supervisor	1.00
PRL581144006	Recreation Supervisor	1.00
PRL581144007	Recreation Supervisor	1.00
PRL581144008	Recreation Supervisor	1.00
PRL581225001	Child Care Site Coordinator	1.00
PRL581225002	Child Care Site Coordinator	1.00
PRL581225003	Child Care Site Coordinator	1.00
PRL581225004	Child Care Site Coordinator	1.00
PRL581225005	Child Care Site Coordinator	1.00
PRL581225006	Child Care Site Coordinator	1.00
PRL581225007	Child Care Site Coordinator	1.00
PRL581225008	Child Care Site Coordinator	1.00
PRL581225009	Child Care Site Coordinator	1.00
PRL581225010	Child Care Site Coordinator	1.00
PRL581225011	Child Care Site Coordinator	1.00
PRL581225012	Child Care Site Coordinator	1.00
PRL581225013	Child Care Site Coordinator	1.00
PRL581225014	Child Care Site Coordinator	1.00
PRL581278001	Parks Project Technician	1.00
PRL581278002	Parks Project Technician	1.00
PRL581278003	Parks Project Technician	1.00
PRL581278004	Parks Project Technician	1.00
PRL581278005	Parks Project Technician	1.00
PRL581278006	Parks Project Technician	1.00
PRL581504001	Tree Trimmer I/II	1.00
PRL581504002	Tree Trimmer I/II	1.00
PRL581641001	Youth Development Program Coordinator	1.00
PRL581641003	Youth Development Program Coordinator	1.00
PRL581641004	Youth Development Program Coordinator	1.00
PRL581645002	Department Public Information Officer	1.00
PRL583733001	Senior Interpretive Services Specialist	1.00
PRL583740001	Cultural Arts Supervisor	1.00
PRL584152001	Librarian I/II	1.00
PRL584152002	Librarian I/II	1.00
PRL584152003	Librarian I/II	1.00
PRL584152004	Librarian I/II	1.00
PRL584152005	Librarian I/II	1.00
PRL584152007	Librarian I/II	0.50
PRL584210001	Library Assistant I/II	1.00

PRL584210002	Library Assistant I/II	1.00
PRL584210003	Library Assistant I/II	1.00
PRL584210005	Library Assistant I/II	1.00
PRL584250001	Library Technician	1.00
PRL584250002	Library Technician	1.00
PRL584250003	Library Technician	1.00
PRL584517001	Marketing and Communication Analyst I/II	1.00
PRL584517002	Marketing and Communication Analyst I/II	1.00
PRL584872001	Natural Resources Worker I/II	1.00
PRL584872002	Natural Resources Worker I/II	1.00
PRL584872003	Natural Resources Worker I/II	1.00
PRL584872004	Natural Resources Worker I/II	1.00
PRL584872005	Natural Resources Worker I/II	1.00
PRL584872006	Natural Resources Worker I/II	1.00
PRL584957002	Office Assistant I/II	1.00
PRL584957003	Office Assistant I/II	1.00
PRL584957006	Office Assistant I/II	1.00
PRL584957009	Office Assistant I/II	1.00
PRL585022001	Park Development Project Manager I/II	1.00
PRL585022002	Park Development Project Manager I/II	1.00
PRL585069001	Parks and Open Space Supervisor	1.00
PRL585069002	Parks and Open Space Supervisor	1.00
PRL585069003	Parks and Open Space Supervisor	1.00
PRL585069004	Parks and Open Space Supervisor	1.00
PRL585075002	Irrigation Technician	1.00
PRL585080001	Parks Maintenance Worker I/II	1.00
PRL585080002	Parks Maintenance Worker I/II	1.00
PRL585080003	Parks Maintenance Worker I/II	1.00
PRL585080004	Parks Maintenance Worker I/II	1.00
PRL585080006	Parks Maintenance Worker I/II	1.00
PRL585080007	Parks Maintenance Worker I/II	1.00
PRL585080008	Parks Maintenance Worker I/II	1.00
PRL585080009	Parks Maintenance Worker I/II	1.00
PRL585080010	Parks Maintenance Worker I/II	1.00
PRL585080011	Parks Maintenance Worker I/II	1.00
PRL585080012	Parks Maintenance Worker I/II	1.00
PRL585080013	Parks Maintenance Worker I/II	1.00
PRL585080014	Parks Maintenance Worker I/II	1.00
PRL585080015	Parks Maintenance Worker I/II	1.00
PRL585080016	Parks Maintenance Worker I/II	1.00
PRL585080017	Parks Maintenance Worker I/II	1.00
PRL585080018	Parks Maintenance Worker I/II	1.00
PRL585080019	Parks Maintenance Worker I/II	1.00
PRL585080020	Parks Maintenance Worker I/II	1.00
PRL585080021	Parks Maintenance Worker I/II	1.00
PRL585080022	Parks Maintenance Worker I/II	1.00
PRL585080023	Parks Maintenance Worker I/II	1.00

PRL585080024	Parks Maintenance Worker I/II	1.00
PRL585080025	Parks Maintenance Worker I/II	1.00
PRL585080026	Parks Maintenance Worker I/II	1.00
PRL585082001	Parks Recreation and Libraries Director	1.00
PRL587154001	Senior Natural Resources Worker	1.00
PRL587192002	Senior Parks Maintenance Worker	1.00
PRL587192003	Senior Parks Maintenance Worker	1.00
PRL587192004	Senior Parks Maintenance Worker	1.00
PRL587192005	Senior Parks Maintenance Worker	1.00
PRL587192006	Senior Parks Maintenance Worker	1.00
PRL587201001	Senior Tree Trimmer	1.00
PRL588300001	Arborist Technician	1.00
PRL588302001	Aquatics Maintenance Technician	1.00
PRL588304001	Recreation Leader	1.00
PRL588304002	Recreation Leader	1.00
PRL588304003	Recreation Leader	1.00
PRL588304004	Recreation Leader	1.00
PRL588304005	Recreation Leader	1.00
PRL588762001	Urban Forester	1.00
PRL589543001	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543002	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543003	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543004	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543006	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543007	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543008	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543009	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543010	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543011	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589544001	Library Supervisor	1.00
PRL589544005	Library Supervisor	1.00
PRL589544009	Library Supervisor	1.00
PRL589545001	Natural Resources Specialist I/II	1.00
PRL589546001	Parks and Open Space Superintendent	1.00
PRL589546003	Parks and Open Space Superintendent	1.00
PRL589547002	Parks Recreation and Libraries Manager	1.00
PRL589547003	Parks Recreation and Libraries Manager	1.00
PRL589547004	Parks Recreation and Libraries Manager	1.00

Total for Department:	PRL Parks Recreation and Libraries	146.25
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Position Code	Position Title	Allocated FTE
PWD620084006	Administrative Technician	0.75
PWD620084005	Administrative Technician	1.00
PWD620084004	Administrative Technician	1.00
PWD620084003	Administrative Technician	1.00
PWD620084002	Administrative Technician	1.00
PWD620084001	Administrative Technician	1.00
PWD620090001	Alternative Transportation Manager	1.00
PWD621005012	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005011	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005010	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005009	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005008	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005007	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005006	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005005	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005004	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005003	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005002	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005001	Associate (PE)/Assistant/Junior Engineer	1.00
PWD620088003	Associate/Assistant Transportation Planner	1.00
PWD621032006	Building Maintenance Worker I/II	1.00
PWD621032005	Building Maintenance Worker I/II	1.00
PWD621032004	Building Maintenance Worker I/II	1.00
PWD621032003	Building Maintenance Worker I/II	1.00
PWD621032002	Building Maintenance Worker I/II	1.00
PWD621032001	Building Maintenance Worker I/II	1.00
PWD621401001	Community Relations Analyst	1.00
PWD621485005	Custodian	1.00
PWD621485004	Custodian	1.00
PWD621485003	Custodian	1.00
PWD621485002	Custodian	1.00
PWD621485001	Custodian	1.00
PWD621025001	Custodian Supervisor	1.00
PWD622385005	Electronics Technician I/II/III	1.00
PWD622385004	Electronics Technician I/II/III	1.00
PWD622385003	Electronics Technician I/II/III	1.00
PWD622385002	Electronics Technician I/II/III	1.00
PWD622385001	Electronics Technician I/II/III	1.00
PWD621277001	Engineering Manager	1.00
PWD621350001	Engineering Technician I/II	1.00
PWD622560004	Equipment Serviceworker	1.00
PWD622560003	Equipment Serviceworker	1.00
PWD622560002	Equipment Serviceworker	1.00
PWD622560001	Equipment Serviceworker	1.00

PWD624321001	Facilities Supervisor	1.00
PWD623319001	Fleet Management Technician	1.00
PWD621113001	Fleet Services Parts Buyer	1.00
PWD622565001	Fleet Services Supervisor	1.00
PWD622214001	GIS Technician I/II	1.00
PWD621140001	Intelligent Transportation Systems Maintenance Supervisor	1.00
PWD620050002	Management Analyst I/II	1.00
PWD620050001	Management Analyst I/II	1.00
PWD624501010	Mechanic I/II	1.00
PWD624501009	Mechanic I/II	1.00
PWD624501008	Mechanic I/II	1.00
PWD624501007	Mechanic I/II	1.00
PWD624501006	Mechanic I/II	1.00
PWD624501005	Mechanic I/II	1.00
PWD624501004	Mechanic I/II	1.00
PWD624501003	Mechanic I/II	1.00
PWD624501002	Mechanic I/II	1.00
PWD624501001	Mechanic I/II	1.00
PWD624957008	Office Assistant I/II	1.00
PWD624957007	Office Assistant I/II	0.50
PWD624957006	Office Assistant I/II	1.00
PWD624957005	Office Assistant I/II	1.00
PWD624957003	Office Assistant I/II	1.00
PWD624957002	Office Assistant I/II	1.00
PWD624957001	Office Assistant I/II	1.00
PWD625560003	Project Coordinator	1.00
PWD625560002	Project Coordinator	1.00
PWD625560001	Project Coordinator	1.00
PWD621069001	Project Supervisor	1.00
PWD625635001	Public Works Director	1.00
PWD621087002	Public Works Manager	1.00
PWD621087001	Public Works Manager	1.00
PWD627119001	Senior Building Maintenance Worker	1.00
PWD627144001	Senior Custodian	1.00
PWD627170001	Senior Electronic Technician	1.00
PWD627142003	Senior Engineer	1.00
PWD627142002	Senior Engineer	1.00
PWD627142001	Senior Engineer	1.00
PWD627189002	Senior Mechanic	1.00
PWD627189001	Senior Mechanic	1.00
PWD627187006	Senior Street Maintenance Worker	1.00
PWD627187005	Senior Street Maintenance Worker	1.00
PWD627187004	Senior Street Maintenance Worker	1.00
PWD627187003	Senior Street Maintenance Worker	1.00
PWD627187002	Senior Street Maintenance Worker	1.00
PWD627187001	Senior Street Maintenance Worker	1.00

PWD621073001	Street Maintenance Manager	1.00
PWD627522003	Street Maintenance Supervisor	1.00
PWD627522002	Street Maintenance Supervisor	1.00
PWD627522001	Street Maintenance Supervisor	1.00
PWD627530020	Street Maintenance Worker I/II	1.00
PWD627530019	Street Maintenance Worker I/II	1.00
PWD627530018	Street Maintenance Worker I/II	1.00
PWD627530017	Street Maintenance Worker I/II	1.00
PWD627530016	Street Maintenance Worker I/II	1.00
PWD627530015	Street Maintenance Worker I/II	1.00
PWD627530014	Street Maintenance Worker I/II	1.00
PWD627530013	Street Maintenance Worker I/II	1.00
PWD627530012	Street Maintenance Worker I/II	1.00
PWD627530011	Street Maintenance Worker I/II	1.00
PWD627530010	Street Maintenance Worker I/II	1.00
PWD627530009	Street Maintenance Worker I/II	1.00
PWD627530008	Street Maintenance Worker I/II	1.00
PWD627530007	Street Maintenance Worker I/II	1.00
PWD627530006	Street Maintenance Worker I/II	1.00
PWD627530005	Street Maintenance Worker I/II	1.00
PWD627530004	Street Maintenance Worker I/II	1.00
PWD627530003	Street Maintenance Worker I/II	1.00
PWD627530002	Street Maintenance Worker I/II	1.00
PWD627530001	Street Maintenance Worker I/II	1.00
PWD627540005	Street Sweeper Operator	1.00
PWD627540004	Street Sweeper Operator	1.00
PWD627540003	Street Sweeper Operator	1.00
PWD627540002	Street Sweeper Operator	1.00
PWD627540001	Street Sweeper Operator	1.00
PWD622376002	Traffic Signal Maintenance Worker I/II	1.00
PWD622376001	Traffic Signal Maintenance Worker I/II	1.00
PWD621110001	Transit Operations Supervisor	1.00
PWD621052001	Transportation Grants Analyst	1.00
PWD621111001	Transportation Technician I/II	1.00
PWD628940001	Vehicle Maintenance Servicewriter	1.00
PWD628952001	Warehouse Worker I/II	1.00
Total for Department: PWD Public Works		127.25
Total for All Departments		1,366.85



COUNCIL COMMUNICATION

CC #: 3239

File #: 0800-03 & 0201-01

Title: Electric Department - Capital Improvement Project Approval and Budget Adjustment
Contact: Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.29.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the establishment of a new Capital Improvement Project – the Electric Roseville Power Plant 2 Engine Rehab (the "Project"), and adopt an ordinance to approve a budget adjustment to capital improvement projects for the Electric Department.

BACKGROUND

The Electric Department has several projects that have either come in under budget or experienced unanticipated cost increases. The following details the multiple budget adjustments needed and result in a net zero impact to the Electric Fund:

Zero Liquid Discharge (ZLD) Improvements to be defunded - (\$144,755)

All work associated with the ZLD improvements at the Roseville Energy Park have been complete, no additional expenditures are required, and this project can be closed.

Turbine and Heat Recovery Steam Generator (HRSG) Rehab - \$357,091

Unanticipated cost increases on materials and additional labor were required to complete this work. An additional \$357,091 of budget authority is required to close this project.

Balance of Plant Rehab to be defunded - (\$135,948)

This project is expected to be complete under budget and can be defunded by \$135,948.

Critical Systems Rehab to be defunded - (\$399,629)

All work associated with this project at the Roseville Energy Park have been complete, no additional expenditures are required, and the project can be closed.

Roseville Power Plant 2 Rehab to be defunded - (\$389,147)

This project is expected to be complete under budget and can be defunded by \$135,948.

Roseville Energy Park Site Security to be defunded - (\$1,275,852)

This project initially included the construction of a block wall around a portion of the Roseville

Energy Park. A more detailed assessment was performed and deemed this item not required. The necessary work requires less funding and this project can be defunded by \$1,275,852.

Duct Burners and Programmable Logic Controllers (PLC) to be defunded - (\$771,009)

The scope of this project anticipated the need to replace the burners in addition to the PLC. Once the equipment was taken out of service and inspected, it was determined that the burners did not require replacement. The necessary work requires less funding and this project can be defunded by \$771,009.

Electric 60kV Reconductor - \$75,000

Difficulties were experienced accessing the poles necessary to complete this reconductor work. This requires additional labor to complete and an increase in budget authority of \$75,000 to complete the project.

Roseville Power Plant 2 (RPP2) Engine Rehab - \$2,684,250

During recent boroscope inspections of one of the combustion turbines at RPP2, cracking was discovered and a rebuild of the engine is required. In order to complete this work, a project needs to be created and a budget adjustment of \$2,684,250 to authorize the necessary spending is required.

FISCAL IMPACT

Approval of the establishment of a new Capital Improvement Project – the Electric Roseville Power Plant 2 Engine Rehab (the "Project"), appropriating \$2,564,250 with funding from offsetting decreases in the capital project budgets in the Electric Fund to the Project for the rebuild of a combustion turbine and a budget adjustment that increases two other capital project budgets by \$432,091, with equivalent offsetting decreases in capital project budgets, with no net change in the Electric Fund's available fund balance.

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. Establishing a new capital improvement project and approval of a budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

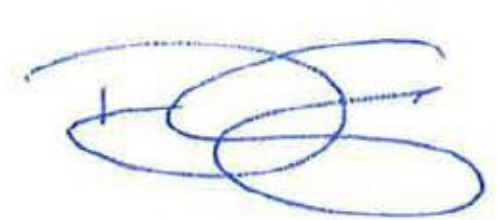
Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Chris Porter, Assistant Electric Utility Director

Daniel Beans, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6795

ORDINANCE NO. 6795

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustment to close completed projects, re-align existing capital project funding and establish a new capital project for Engine Rehabilitation.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 12/1/2023

REQUESTER NAME & TITLE:	Chris Porter, Assistant Electric Utility Director	FISCAL YEAR:	2023-24
PREPARER NAME & TITLE:	Matt Nelson, Senior Electric Business Analyst	COUNCIL DATE (if applicable):	04/03/24
DEPARTMENT/DIVISION:	Electric / Engineering	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	400112	(144,755)	Reduce ZLD Improvements CIP
6001	6587	84701	400152	357,091	Increase Turbine And Hrsg Rehab CIP
6001	6587	84701	400151	(135,948)	Reduce Balance Of Plant Rehab CIP
6001	6587	84701	400153	(399,629)	Reduce Critical Systems Rehab CIP
6001	6587	84701	400085	(389,147)	Reduce Rsvl Power Plant 2 Rehab CIP
6001	6587	84701	500179	(1,275,852)	Reduce Roseville Energy Park Site Security CIP
6001	6587	84701	500231	(771,009)	Reduce Duct Burners and PLC CIP
6001	6587	84701	500520	2,684,250	Establish budget for new CIP RPP2 Engine Rehab
6001	6587	84701	500048	75,000	Increase 60KV Reconductor CIP
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	0000	00000	000000		
	0000	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends the following Capital Improvement Project (CIP) budget adjustments to close completed projects, re-align existing capital project funding and establish a new capital project for Engine Rehabilitation.

400112: Project complete and ready for closure; reduce all remaining budget by \$144,755.

400152: Project complete and ready for closure; increase budget for cost overages by \$357,091.

400151: Project in progress; anticipate remaining costs to be under budget by \$135,948.

400153: Project complete and ready for closure; reduce all remaining budget by \$399,629.

400085: Project in progress; anticipate remaining costs to be under budget by \$389,147.

500179: Project in progress; reduce budget due to a significant reduction in scope by \$1,275,852.

500231: Project in progress; reduce budget due to a significant reduction in scope by \$771,009.

500520: This is a new off-cycle request to accelerate this project, identified for FY2025-26 in the FY2023-24 budget, with a budget of \$2,684,250.

500048: Project in progress; increase the budget by \$75,000 to complete during FY2023-24.



COUNCIL COMMUNICATION

CC #: 3234

File #: 0203-06 & 0201-01

Title: Accela Cloud Migration - Capital Improvement Project Approval and Budget Adjustment

Contact: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 7.30.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council authorize the establishment of a new Capital Improvement Project – Accela Cloud Migration, and adopt an ordinance to approve a budget adjustment appropriating \$895,596 in the Technology Replacement Fund to the Project for data migration, software implementation, and licensing of Accela's Software as a Service cloud-hosted environment.

BACKGROUND

The City relies on Accela Automation as its enterprise permitting platform, which is currently configured as a City-hosted / on-premise solution. Accela informed its clients that they will no longer support on-premise architecture as of June 30, 2025 and all system users must migrate to its new cloud-hosted system in order to continue receiving product support, updates, and maintenance. As a result, the City must migrate data from the current environment to Accela's Software as a Service (SaaS) cloud hosted environment in order to maintain business continuity. The City Council approved a long-term contract with Accela for its cloud services on its March 20, 2024 agenda. This current item is necessary to establish a Capital Improvement Project and spending authority to implement the approved contract.

FISCAL IMPACT

The proposed budget adjustment would appropriate \$895,596 in the Technology Replacement Fund to proceed with the project. The Technology Replacement Fund receives funding from a fee associated with building permit issuance and was specifically established to pay for technology platforms that benefit development. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval to establish a Capital Improvement Project as well as approval of a budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional City services

Respectfully Submitted,

Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6793

ORDINANCE NO. 6793

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustment for the Accela Cloud Migration 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 12/1/2023

REQUESTER NAME & TITLE:	Stacie Marchetti, Management Analyst	FISCAL YEAR:	2023-24
PREPARER NAME & TITLE:	Stacie Marchetti, Management Analyst	COUNCIL DATE (if applicable):	04/03/24
DEPARTMENT/DIVISION:	Development Services/Business & Administration	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2401	5393	84001	500521	559,000	Establish budget for project 500521 - software subscription
2401	5080	84001	500521	336,596	Establish budget for project 500521 - secondary labor
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				895,596	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	895,596	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2401	3601	00000	000000	(895,596)	Use of available resources
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(895,596)	

Justification for Budget Adjustment:

The proposed budget adjustment would allocate \$895,596 from the Development Services Technology Replacement Fund to proceed with the project to migrate current data from the current environment to Accela's Software as a Service (SaaS) cloud hosted environment to continue receiving vendor support and updates, ensuring the City's business continuity and functional operation. The Development Services Technology Replacement Fund receives funding from a fee associated with permit issuance and was specifically established to pay for technology platforms that benefit development. There is no impact to the General Fund.



COUNCIL COMMUNICATION

CC #: 3245

File #: 0709-03-02 & 0400-04-09 & 0201-01

Title: Pleasant Grove Apartments Affordable Housing Project - Regulatory Agreement, Loan Agreements, Promissory Notes, Deeds of Trust, and Budget Adjustment
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.31.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Adopt a resolution approving a Regulatory Agreement, Loan Agreements, Promissory Notes, and Deeds of Trust in the amounts of \$6 million of Housing Trust Fund and \$1,550,000 of Prohousing Incentive Pilot program funding with Mercy Housing California 101, L.P., and authorizing the City Manager to execute them and any other necessary documents and further authorize the City Attorney to approve any non-substantive changes to the documents to fund the Pleasant Grove Apartments affordable housing project; and
- 2) Adopt an ordinance approving two budget adjustments appropriating \$2,323,750 in the Local Housing Trust Fund Award non-capital project to fund affordable housing projects, and \$1,610,000 in the Prohousing Incentive Pilot program non-capital project to fund Mercy Housing, Pleasant Grove Apartments, predevelopment costs.

BACKGROUND

On April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. The ODS were adopted in order to comply with State housing legislation. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process as well as the public notification and hearing process and proceed directly to engineering and building permit review. A qualifying project is a housing development project where no less than 20% of the units are affordable to lower-income households. The developer successfully completed the ODS process in April 2023 for a 98-unit affordable housing project. The 49-unit affordable housing project associated with the current request is considered Phase 1 of the overall 98-unit project.

The Regulatory Agreement for Pleasant Grove Apartments includes 8 units for extremely low-

income, 28 units for very low income, and 12 units for low-income households. Unit types include one, two, and three-bedroom units. One unit will be reserved for an onsite manager. These units will serve a range of local housing needs, including members of the local workforce, families, young couples, single households, and seniors with low and very low incomes. Workers in these units could hold jobs ranging from employment in the service industry, local teachers, office assistants, custodians, store clerks, and others who are likely to have job opportunities in Roseville. The recommended agreement before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals.

The City was awarded a State Housing & Community Development Local Housing Trust Fund (LHTF) grant totaling \$6.7 million to fund affordable housing projects. The grant requires a dollar-for-dollar match of \$6.7 million, bringing the total funding for projects to \$13.4 million. Additionally, with the City of Roseville's Prohousing Designation from the California Department of Housing and Community Development (HCD), the City was eligible to apply for \$1.6 million in Prohousing Incentive Pilot (PIP) program funds. The City applied for PIP funds and received a \$1,610,000 PIP award in May 2023.

On May 17, 2023, City Council approved a reservation in the amount of \$6 million in housing funds and received information to consider an additional reservation of \$1,550,000 in pending PIP funds for the Pleasant Grove Apartments affordable project. Staff is requesting to loan \$6 million of LHTF and \$1,550,000 of Prohousing Incentive Pilot program funds to support the creation of these affordable units.

In order to secure the LHTF loan, the PIP program funds loan, and affordability of the project, staff is requesting approval and execution of the attached loan documents and regulatory agreement, including future subordination agreements.

The loan terms include guaranteed affordable rent for 55 years and a residual receipts loan accruing on the outstanding principal balance at a rate of three percent (3%) per annum. These regulatory and loan terms are consistent with previously developed City-assisted affordable housing projects. The City will also be subordinating these documents to the private lender on this project, as is standard with affordable housing development. Staff is also requesting authorization for the City Manager to execute any other necessary documents related to this action, such as subordination agreements and escrow instructions. The recommended agreement before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals.

FISCAL IMPACT

The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The recommended budget adjustments appropriate \$2,323,750 in the Local Housing Trust Fund Award non-capital project to fund affordable housing projects, and \$1,610,000 in the Prohousing Incentive Pilot program non-capital project to fund predevelopment costs for affordable housing development projects. The Pleasant Grove Apartments affordable housing project will be loaned \$6 million from the Local Housing Trust Fund Award non-capital project, and \$1,550,000 from the Prohousing Incentive Pilot program non-capital project. No General Fund resources will be used for the loan of funds or implementation of the loan or regulatory agreements.

ENVIRONMENTAL REVIEW

Development of the Pleasant Grove Apartments affordable housing project was previously evaluated in Northwest Roseville Specific Plan EIR (certified May 1989 and SCH# 88051623), and identified in the associated Northwest Roseville Specific Plan. Construction of the Pleasant Grove Apartments affordable housing project is found to be within the scope of the project covered by the Northwest Roseville Specific Plan Final EIR, and is therefore exempt from CEQA pursuant to Section 15182. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including residential subdivisions. Because the project is consistent with the Northwest Roseville Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Northwest Roseville Specific Plan EIR will be implemented during the design and construction of the Pleasant Grove Apartments affordable housing project. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15183, no additional CEQA review is required.

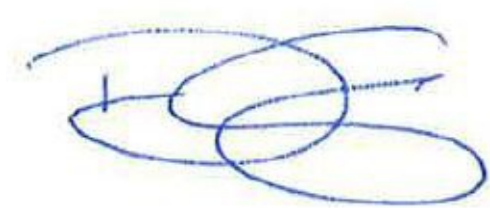
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-083

Regulatory Agreement

Subordination Agreement

LHTF Loan Agreement

LHTF Deed of Trust

LHTF Promissory Note

PIP Loan Agreement
PIP Deed of Trust
PIP Promissory Note
Ordinance 6796

RESOLUTION NO. 24-083

APPROVING A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST, PROHOUSING INCENTIVE PILOT LOAN AGREEMENT, PROMISSORY NOTE, AND DEED OF TRUST BY AND BETWEEN THE CITY OF ROSEVILLE AND MERCY HOUSING CALIFORNIA 101, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (“ODS”) to streamline the construction of qualified affordable housing projects; and

WHEREAS, Mercy Housing California 101, L.P. successfully completed the ODS process in April 2023 for a 98 unit affordable housing project; and

WHEREAS, the 49 unit affordable housing project associated with the current request is considered Phase 1 of the overall 98 unit project; and

WHEREAS, on May 17, 2023, City Council approved a reservation of Local Housing Trust Funds (LHTF) in the amount of \$6 million for the Mercy Housing California 101, LP affordable project, Pleasant Grove Apartments; and

WHEREAS, additionally, the City successfully applied for and received \$1,610,000 in Prohousing Incentive Pilot (PIP) program funds; and

WHEREAS, staff is requesting to loan \$6 million of LHTF and \$1,550,000 of Prohousing Incentive Pilot program funds to support the creation of these affordable units; and

WHEREAS, in order to secure both the LHTF and PIP loans and affordability of the project, staff is requesting approval and execution of the loan documents and Regulatory Agreement; and

WHEREAS, the recommended Regulatory Agreement will continue to support the City’s General Plan in meeting the City of Roseville affordable housing goals; and

WHEREAS, the Housing Trust Fund Loan Agreement, Promissory Note, and Deed of Trust have been reviewed by the City Council; and

WHEREAS, the Prohousing Incentive Pilot Loan Agreement, Promissory Note, and Deed of Trust have been reviewed by the City Council; and

WHEREAS, a Regulatory Agreement and Declaration of Restrictive Covenants necessary for the City to monitor the affordable housing community at 1715 Pleasant Grove

Boulevard, by and between the City of Roseville and Mercy Housing California 101, LP, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust, said Prohousing Incentive Pilot Loan Agreement, Promissory Note, and Deed of Trust and the Regulatory Agreement and Declaration of Restrictive Covenants are hereby approved and that the City Manager is authorized to execute them and any other related documents, including future subordination agreements, on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Attorney is also hereby authorized to approve non-substantive changes to these documents; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Regulatory Agreement and each of the Deeds of Trust, once fully executed, with the Placer County Recorder's Office.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

NO FEE DOCUMENT

PER GOV'T CODE § 27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

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

**REGULATORY AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

(Project: Pleasant Grove Apartments – 1715 Pleasant Grove Boulevard, Roseville)

This Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and Mercy Housing California 101, L.P., a California limited partnership ("OWNER/DEVELOPER").

RECITALS

A. OWNER/DEVELOPER is the owner of real property located at 1715 Pleasant Grove Boulevard, Roseville, California, (as more particularly described in **Exhibit A** (the "Property")). OWNER/DEVELOPER proposes to develop a forty-nine (49) unit multi-family apartment project (the "Project") on the Property, forty-eight (48) of which shall be rented at rents that are affordable to Low (60% of Area Median Income (AMI)), Very Low (50% AMI), and Extremely Low (30% AMI) income households (collectively, the "Regulated Units"), with one manager's unit. 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. Development of the property is governed by the Northwest Roseville Specific Plan.

B. The CITY has agreed to provide OWNER/DEVELOPER with financial assistance in the form of two loans in the principal amount totaling SEVEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$7,550,000) to assist OWNER/DEVELOPER in the construction and permanent financing of the Project in the form of a deferred residual receipts loan, with three percent (3%) simple interest, per annum, accruing on the entire principal amount from the date of the initial disbursement of loan proceeds (the "Loan").

C. The Loan funds are derived from two sources. The first source of funds is SIX MILLION DOLLARS (\$6,000,000), of which THREE MILLION DOLLARS (\$3,000,000) is from the Local Housing Trust Fund Program administered by the California Department of Housing and Community Development and THREE MILLION

DOLLARS (\$3,000,000) is from CITY matching funds. The second source of funds is ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$1,550,000) from the Prohousing Incentive Pilot Program Funds administered by the California Department of Housing and Community Development.

D. OWNER/DEVELOPER is financing the Project through a combination of equity raised through Low Income Housing Tax Credits, construction and permanent loans from banks, and the Loan. OWNER/DEVELOPER is simultaneously: (1) executing Loan Agreements, Notes and Deeds of Trust evidencing and regulating certain aspects of the Loans; (2) recording the Deeds of Trust to secure the Loans; and (3) as further consideration for the Loans, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, OWNER/DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreements, the Promissory Notes, the Deeds of Trust, and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

E. This Regulatory Agreement is being executed and recorded pursuant to the requirements of California Health and Safety Code Section 33334.3 which further requires the recordation of the "Notice of Affordability Restrictions on Transfer of Property," attached hereto as **Exhibit B**. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this Regulatory Agreement are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this Regulatory Agreement. This Regulatory Agreement, in conjunction with any other regulatory agreements between the OWNER/DEVELOPER and other providers of financing, will ensure the Project's continuing affordability.

F. The Loans are being made to OWNER/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 Loans, OWNER/DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, OWNER/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.

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 California Department of Housing and Community Development and 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. During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Area Median Income shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42.

3. **“DEEDS OF TRUST”** means the Deeds of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by OWNER/DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said Deeds of Trust.

4. **“LOAN”** means the loan of funds provided by the CITY to OWNER/DEVELOPER for the Project pursuant to the Loan Agreements.

5. **“LOAN AGREEMENTS”** means the Loan Agreements executed contemporaneously with this Regulatory Agreement by OWNER/DEVELOPER and the CITY, which governs the Loan, as well as any amendments to, modifications of, or restatements of said loan agreements.

6. **“LOAN DOCUMENTS”** means, collectively, the Loan Agreements, the Promissory Notes, the Deeds of Trusts 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.

7. **“NOTES”** means the promissory note or notes executed contemporaneously with this Regulatory Agreement by OWNER/DEVELOPER in favor of the CITY evidencing the Loan, which is 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.

8. **“OWNER/DEVELOPER”** means Mercy Housing California 101, L.P., a California limited partnership, together with its permitted successors and assigns.

9. **“PROJECT”** means the development, construction and operation of a forty-nine (49) unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to Low, Very Low and Extremely Low-income households, one (1) unregulated manager’s unit 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 1715 Pleasant Grove Boulevard, Roseville, California, 95747 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.

11. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **“QUALIFYING RENT”** means the maximum monthly rent allowed under **Exhibit C** “adjusted for a family size” (as such term is defined by the California Tax Credit Allocation Committee - current 1.5 persons per bedroom) 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 shall 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 forty-eight (48) rental dwelling units of the forty-nine (49) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable Low, Very Low and Extremely Low income households and having the following composition: fifteen (15) one (1) bedroom units, seventeen (17) two (2) bedroom units (one of which is an unrestricted manager unit), and seventeen (17) three (3) bedroom units.

14. **“HCD”** means California Department of Housing Community Development.

15. **“LHTF”** means the Local Housing Trust Fund Program administered from the California Department of Housing Community Development.

OWNER/DEVELOPER’S OBLIGATIONS

16. **COMPLIANCE WITH LOAN DOCUMENTS.** OWNER/DEVELOPER’s actions with respect to the Property shall at all times be in full conformity with the requirements of the Loan Documents.

17. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from the CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this Regulatory Agreement shall remain effective and fully binding on OWNER/DEVELOPER for this full term 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 Deeds 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).

18. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an “Acknowledgement and Consent Certificate”, in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this Regulatory Agreement. All persons holding any legal or equitable interest in the Property shall be bound by this Regulatory Agreement.

PROJECT OCCUPANCY AND RENTS

19. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 13, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit C** 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, provided, however, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, income levels and other qualifications of applicants shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) two (2) one-bedroom, three (3) two-bedroom, and three (3) three-bedroom Regulated Units for households whose income does not exceed thirty percent (30%) of AMI; (ii) two (2) one-bedroom, two (2) two-bedroom, and two (2) three-bedroom Regulated Units for households whose income does not exceed forty percent (40%) of AMI; (iii) seven (7) one-bedroom, seven (7) two-bedroom, and eight (8) three-bedroom Regulated Units for households whose income does not exceed fifty percent (50%) of AMI; and (iv) four (4) one-bedroom, four (4) two-bedroom, and four (4) three-bedroom Regulated Units for households whose income does not exceed sixty percent (60%) of AMI. A minimum of thirty percent (30%) of Local Housing Trust Fund/Program Funds will be expended on households whose income does not exceed thirty percent (30%) AMI.

As of the date hereof, the Project is intended to have the benefit of a contract with respect to project based rental assistance under Section 8 of the United States Housing Act of 1937, as amended with respect to 8 of the units in the Project (the “Section 8 Units” which are intended to be rented to households whose income does not exceed thirty percent (30%) of AMI (the “Section 8 Contract”). If during the term of this Regulatory Agreement, the Section 8 Contract is not renewed or is terminated, then Rents and income restriction levels for those eight (8) units shall be adjusted as allowed by Tax Credit Law and the CA Tax Credit Allocation Committee. The remaining one (1) unregulated unit shall be a two-bedroom unit reserved for use by on-site Project management staff.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. OWNER/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.

20. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit C** 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 OWNER/DEVELOPER from charging lower rents. Notwithstanding the foregoing, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants

21. **SECURITY DEPOSITS.** Any security deposits collected by OWNER/DEVELOPER or OWNER/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.

22. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law.

23. CONDOMINIUM CONVERSION PROHIBITED. OWNER/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.

24. NONDISCRIMINATION.

A. OWNER/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. OWNER/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, OWNER/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 OWNER/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 OWNER/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 OWNER/DEVELOPER and any person claiming under or through the OWNER/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. OWNER/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.

25. **MANAGEMENT RESPONSIBILITIES.** OWNER/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.

26. **INTENTIONALLY OMITTED.**

27. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** OWNER/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 Loan Agreements. 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 OWNER/DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to OWNER/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, OWNER/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 OWNER/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.

28. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of the Senior Lenders and the tax credit investor. During the monitoring as described in paragraph 34, 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.

OWNER/DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. OWNER/DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of Mercy Housing Management Group, Inc. a Nebraska nonprofit corporation, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

29. **DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from OWNER/DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, OWNER/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,

OWNER/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, OWNER/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.

30. MAINTENANCE AND SECURITY. OWNER/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. OWNER/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. OWNER/DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to OWNER/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 OWNER/DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

31. UNIT VACANCIES. OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

32. INSPECTIONS AND RECORDS. OWNER/DEVELOPER shall maintain complete, accurate and current records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. OWNER/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. OWNER/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 OWNER/DEVELOPER or OWNER/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 OWNER/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. OWNER/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. OWNER/DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give OWNER/DEVELOPER sufficient notice to allow OWNER/DEVELOPER to give seventy-two (72) hours' notice to tenants.

33. ANNUAL REPORTS. OWNER/DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, OWNER/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, OWNER/DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the Loan Agreements and the Deeds of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Audited financial statements for the Project and OWNER/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.

OWNER/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, OWNER/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 OWNER/DEVELOPER has complied with this Regulatory Agreement.

34. MONITORING/NON-COMPLIANCE/CURE. OWNER/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, OWNER/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 OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER's non-compliance. OWNER/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, OWNER/DEVELOPER shall not be in breach so long as OWNER/DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/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.

35. CITY REMEDIES FOR BREACH. If OWNER/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 34, 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, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without

limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of OWNER/DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of OWNER/DEVELOPER shall be deemed to be a cure by OWNER/DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by OWNER/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 OWNER/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 OWNER/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. Bring an action for equitable relief seeking the specific performance by OWNER/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;
- B. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; and/or
- C. 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.

36. FEES, TAXES, AND OTHER LEVIES. OWNER/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, OWNER/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) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities. In

the event OWNER/DEVELOPER exercises its right to contest any tax, assessment, or charge against it, OWNER/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.

37. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the Deeds of Trust.

38. **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 two years 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

39. **SUBORDINATION.** Except as expressly set forth herein, 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 and HCD 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.

40. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, OWNER/DEVELOPER shall not, except as permitted below, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without

the prior written consent of the CITY and HCD. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 40 shall not apply to:

(i) 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;

(ii) the transfer of limited partner interests in OWNER/DEVELOPER,

(iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with OWNER/DEVELOPER or a general partner of OWNER/DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with OWNER/DEVELOPER or a general partner of OWNER/DEVELOPER if such transfer will maintain the property tax exemption for the Property);

(v) prior to the Loan being paid in full, any mortgage, Deeds of Trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of the original principal amount of such senior indebtedness, unless the additional indebtedness is used to pay the entire unpaid principal balance of the California Department of Housing and Community Development (HCD) Loan. Once the HCD Loan has been paid in full, the limitations on DEVELOPER's right of Transfer shall not apply to any mortgage, Deeds of Trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of eighty-five percent (85%) of the then applicable value of the Project.

(vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

(vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

(viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or

(ix) transfer of the Project or partnership interests in OWNER/DEVELOPER to a general partner of OWNER/DEVELOPER at the end of the fifteen year Tax Credit initial compliance period; or

(x) any mortgage, Deeds of Trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deeds of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development, or refinancing thereof.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is not in default under this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing defaults of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of OWNER/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, OWNER/DEVELOPER shall not, except as may be contemplated herein or by the Loan Agreements, 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.

41. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

42. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, OWNER/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) OWNER/DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any

act or omission by OWNER/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 OWNER/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. OWNER/DEVELOPER's duty to defend and indemnify Indemnitees shall survive the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

OWNER/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.* ("CHRNA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRNA.

43. **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.

44. **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 OWNER/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.

45. **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.

46. **TIME.** Time is of the essence in this Regulatory Agreement.

47. **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.

48. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/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

Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

OWNER/DEVELOPER

Mercy Housing California 101, L.P.,
a California limited partnership

c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo

with a copy to:

Enterprise Community Opportunity
Fund LLLP
c/o Enterprise Community Asset
Management, Inc.
11000 Broken Land Parkway, Suite
700
Columbia, MD 21044
Attn: Asset Management

49. **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 OWNER/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 OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "OWNER/DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

50. **RELATIONSHIP OF PARTIES.** The relationship of OWNER/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 OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as the CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

51. **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 OWNER/DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to OWNER/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 OWNER/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.

52. **OTHER AGREEMENTS.** OWNER/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. OWNER/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.

53. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and the CITY and with HCD's consent, following receipt of all required approvals, and only with the consent of the Senior Lenders.

54. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

55. **ADMINISTRATIVE FEE.** In the event of OWNER/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 40 of this Regulatory Agreement, OWNER/DEVELOPER shall pay annually, not later than April 15 of each year, a \$10,000 fee ("Administrative Fee"). The CITY shall provide the OWNER/DEVELOPER with notice and the right to cure, as set forth in above paragraph 34, 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 35 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

56. 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, OWNER/DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by OWNER/DEVELOPER, for CITY's staff actual 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 OWNER/DEVELOPER prior to the CITY commencing any review. It is estimated that the prepayment will be five thousand dollars (\$5,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing or resyndication.

57. TENANT MONITORING FEE. Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, OWNER/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.

58. PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM. OWNER/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.

59. CHECKLIST FOR REGULATED UNITS. OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by Exhibit D, or OWNER/DEVELOPER's equivalent as approved in writing by the CITY.

60. CURE BY PARTNERS OF DEVELOPER/OWNER. Notwithstanding anything to the contrary in this Agreement, CITY agrees that any cure of a default hereunder by any partners of the OWNER/DEVELOPER shall be deemed to be a cure by the OWNER/DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the OWNER/DEVELOPER. The Limited Partner of OWNER/DEVELOPER shall be provided a duplicate copy of any notice of default at the address above and may change its address on file with the CITY by providing notice of same to CITY.

61. UNDERWRITING STANDARDS. CITY attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and OWNER/DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

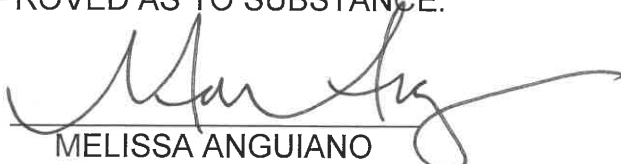
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MELISSA ANGUIANO
Economic Development Director

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of

Placer

On

March 4, 2024

before me,

Blair Hutchison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Melissa Anguiano

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Blair Hutchison

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

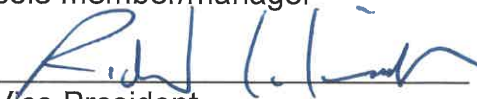
Signer is Representing: _____

OWNER/DEVELOPER:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Its: Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

On February 26, 2024 before me, Maria J. Acuna-Feldman, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard C. Ciraulo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Regulatory Agreement + Decl. of Restrictive Covenants

Document Date: _____ Number of Pages: 23 + Exhibits

Signer(s) Other Than Named Above: City of Roseville Staff

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard C. Ciraulo

☒ Corporate Officer – Title(s): VP

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: Mercy Housing Calwest

MHC-101, LLC

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

EXHIBIT “A-1”
LEGAL DESCRIPTION

Page 1 of 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA BEING PARCEL 1 AS
SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED “PLEASANT GROVE
APARTMENTS, SUBDIVISION NO. PL23-0037”, FILED FOR RECORD
_____, 2024, IN BOOK _____, AT PAGE -----,
PLACER COUNTY RECORDS.

EXHIBIT B
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

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

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

PLEASE TAKE NOTICE that the real property that is the subject of this Notice of Affordability Restrictions on Transfer of Property (hereinafter "Notice"), which property is identified and described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter "Property"), is subject to the following affordability covenants and restrictions that run with the land and are binding on Mercy Housing California 101, L.P., a California limited partnership, and/or its permitted successors and assigns:

- (a) The Property shall be developed, constructed, owned, operated and managed as a residential, multi-family rental housing apartment project to be rented at rents that are affordable to Low, Very Low and Extremely Low income households. Occupancy of forty-eight (48) of the forty-nine (49) total units shall be reserved, for the full term set forth in subdivision (b) below, as follows:
 - (i) Two (2) one-bedroom, three (3) two-bedroom, and three (3) three-bedroom regulated units for households whose income does not exceed thirty percent (30%) of Area Median Income (as defined in the Regulatory Agreement between the City of Roseville, a municipal corporation and Mercy Housing California 101, L.P., a California limited partnership, executed on _____, 2024 and recorded concurrently with this Notice (hereinafter "Regulatory Agreement");
 - (ii) Two (2) one-bedroom, two (2) two-bedroom, and two (2) three-bedroom regulated units for households whose income does not exceed forty percent (40%) of Area Median Income;
 - (iii) Seven (7) one-bedroom, seven (7) two-bedroom, and eight (8) three-bedroom regulated units for households whose income does not exceed fifty percent (50%) of Area Median Income; and
 - (iv) Four (4) one-bedroom, four (4) two-bedroom, and four (4) three-bedroom regulated units for households whose income does not exceed sixty percent (60%) of Area Median Income.

Rents shall be established according to the schedule contained in the Regulatory Agreement.

- (b) The covenants and restrictions referenced above commence upon the execution of the Regulatory Agreement and shall remain in full force and effect for a minimum of fifty-five (55) years after the date Mercy Housing California 101, L.P., a California limited partnership and/or its permitted successors and assigns, obtains a Certificate of Occupancy from the City of Roseville. The obligations referenced in this Notice and set forth in greater detail in the Regulatory Agreement shall remain effective and fully binding for this full term 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 Deeds of Trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the City of Roseville in a recorded writing.
- (c) The street address for the Property is 1715 Pleasant Grove Boulevard, Roseville, California, 95747, as further identified and described in **Exhibit A.**
- (d) The assessor's parcel number for the property is: APN: 017-162-087-000 as further identified and described in **Exhibit A.**

Any questions about the contents of this Notice may be directed to the Office of the City Attorney for the City of Roseville, 311 Vernon Street, Roseville, California 95678; Telephone (916) 774-5325.

CITY OF ROSEVILLE,
a municipal corporation

Dated: _____

By: _____
Michelle Sheidenberger
City Attorney
City of Roseville

EXHIBIT C
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income 30% AMI – Project Based Vouchers

Bedroom size	Number of Units	Gross Rent	Less UA	Allowable Contract Rent
1	2	\$1,998	\$61	\$1,937
2	3	\$2,512	\$75	\$2,437
3	3	\$3,041	\$87	\$2,954

Maximum Household Income 40% AMI

Bedroom size	Number of Units	Gross Rent	Less UA	Allowable Contract Rent
1	2	\$805	\$61	\$744
2	2	\$965	\$75	\$890
3	2	\$1,115	\$87	\$1,028

Maximum Household Income 50% AMI

Bedroom size	Number of Units	Gross Rent	Less UA	Allowable Contract Rent
1	7	\$1,006	\$61	\$945
2	7	\$1,206	\$75	\$1,131
3	8	\$1,394	\$87	\$1,307

Maximum Household Income 60% AMI

Bedroom size	Number of Units	Gross Rent	Less UA	Allowable Contract Rent
1	4	\$1,207	\$61	\$1,146
2	4	\$1,448	\$75	\$1,373
3	4	\$1,673	\$87	\$1,586

EXHIBIT D

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____ **Complex** _____

Title _____ **Date** _____

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

<u>1) Name of Members of the Household</u>	<u>2) Relationship to head of Household</u>	<u>3) Age</u>	<u>4) Social Security No.</u>	<u>5) Place of Employment</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$_____.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income

contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of
_____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$	\$
Social Security	\$	\$
Civil Service	\$	\$
Pension _____	\$	\$
Interest _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Child Support	\$	\$
Welfare	\$	\$
Stocks/Bonds	\$	\$
Other _____	\$	\$
Other _____	\$	\$
TOTAL INCOME	\$	\$
	Monthly base rent	\$
	Move-in date	

BY

TITLE _____

DATE _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES (For Tax Credit Projects Only)

(FOR COMPLETION BY APARTMENT OWNER/DEVELOPER OR AGENT)

NAME: _____ APT. # _____

MOVE-IN DATE: _____

ANNUAL INCOME: _____

INITIAL BASE RENT: _____

<u>DATE OF INCREASE</u>	<u>CURRENT RENT</u>	<u>NEW RENT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Aviva Yakren, Esq.

(SPACE ABOVE THIS LINE FOR
RECORDER'S USE)

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this [] day of April, 2024, by and between **CAPITAL ONE NATIONAL ASSOCIATION**, a national banking association ("**Senior Lender**"), and **CITY OF ROSEVILLE**, a municipal corporation ("**Subordinate Lender**").

RECITALS

- A. Mercy Housing California 101, L.P., a limited partnership organized under the laws of the State of California ("**Borrower**") is the owner of certain land located at 1721 Pleasant Grove Boulevard, Roseville, California, described in Exhibit A ("**Land**"). The Land is improved with a multifamily rental housing project ("**Improvements**").
- B. Lender has made a loan to Borrower in the original principal amount of \$[20,430,716] ("**Senior Loan**") upon the terms and conditions of a Construction Loan Agreement dated as of the date hereof ("**Senior Loan Agreement**") between Lender and Borrower in connection with the Mortgaged Property. The Senior Loan is secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof ("**Senior Security Instrument**") encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Security Instrument as the "**Mortgaged Property**."
- C. Pursuant to that certain Housing Trust Fund Loan Agreement, dated on or about the date hereof, between Subordinate Lender and Borrower (the "**Subordinate HTF Loan Agreement**"), Subordinate Lender has made a subordinate loan to Borrower in the original principal amounts of \$6,000,000 (the "**Subordinate HTF Loan**"). The Subordinate HTF Loan is secured by that certain Deed of Trust With Assignment of Rents, Security Agreement, and Fixture Filing, dated on or about the date hereof (as

amended, “**Subordinate HTF Security Instrument**”) encumbering all or a portion of the Mortgaged Property.

- D. Pursuant to that certain ProHousing Incentive Pilot Loan Agreement, dated on or about the date hereof, between Subordinate Lender and Borrower (the “**Subordinate PIC Loan Agreement**”, and together with the Subordinate HTF Loan Agreement, collectively, the “**Subordinate Loan Agreement**”), Subordinate Lender has made an additional subordinate loan to Borrower in the original principal amounts of \$1,550,000 (the “**Subordinate PIC Loan**”, and together with the Subordinate HTF Loan, collectively, the “**Subordinate Loan**”). The Subordinate PIC Loan is secured by a certain Deed of Trust With Assignment of Rents, Security Agreement, and Fixture Filing, dated on or about the date hereof (as amended, “**Subordinate PIC Security Instrument**”, and together with the Subordinate HTF Security Instrument, collectively, the “**Subordinate Security Instrument**”) encumbering all or a portion of the Mortgaged Property.
- E. The Senior Security Instrument and Subordinate Security Instrument will be recorded in the land records for Placer County, California (“**Recording Office**”).
- F. The execution and delivery of this Agreement is a condition of Senior Lender’s consenting to Subordinate Lender’s making of the Subordinate Loan and Borrower’s granting of the Subordinate Security Instrument.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.

The terms “**Leases**,” and “**Rents**” as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Security Instrument.

“**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

“Casualty” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

“Enforcement Action” means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“Enforcement Action Notice” means a Notice given from Subordinate Lender to Senior Lender, following one or more Subordinate Security Instrument Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Security Instrument Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“Lien” means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

“Loss Proceeds” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any condemnation or casualty.

“Notice” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“Regulatory Agreement” means that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated on or about the date hereof, between the Borrower and Subordinate Lender.

“Senior Indebtedness” means the “Indebtedness” of Borrower as evidenced by the Senior Loan Documents.

“Senior Lender” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Senior Note after the date of this Agreement.

“Senior Loan Documents” means, the “Loan Documents” as defined in the Senior Loan Agreement, as such documents may be amended.

“Senior Security Instrument Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Documents.

“Senior Note” means that certain Construction Loan Note, dated as of the date hereof, by Borrower in favor of Lender in connection with the Senior Loan.

“Subordinate Indebtedness” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“Subordinate Lender” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Documents” means the Subordinate Security Instrument, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“Subordinate Security Instrument Default” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement) Subordinate Lender to take an Enforcement Action.

“Subordinate Note” means, collectively, the promissory notes or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

“Surplus Cash” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (i) All sums due or currently required to be paid under the Senior Loan Documents.
- (ii) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender’s Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.

- (ii) No Subordinate Security Instrument Default has occurred and is continuing.
- (iii) The current stated principal balance of the Subordinate Indebtedness is \$7,550,000.
- (iv) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:
 - (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except as specifically provided in this Agreement.
 - (iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (c) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Security Instrument Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.
- (d) Payments After Senior Loan Default or Bankruptcy.

- (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Security Instrument Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
- (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Security Instrument Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:
 - (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
 - (B) Any proceeds from any Enforcement Action.
 - (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
- (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.
- (e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

- (a) Notice of Subordinate Loan Default and Cure Rights.
 - (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
 - (ii) Senior Lender will have the right, but not the obligation, to cure any Subordinate Security Instrument Default, until such time, if ever, as Senior

Lender delivers to Subordinate Lender Senior Lender's Notice of written consent to an Enforcement Action described in an Enforcement Action Notice given by Subordinate Lender as a consequence of a Subordinate Security Instrument Default.

- (iii) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Security Instrument Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

- (i) Subordinate Lender may not commence any Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until after:
 - (A) Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice with respect to such Enforcement Action.
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
- (iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion.
- (iii) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Security Instrument Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Security Instrument Default constitutes a Senior Security Instrument Default. Accordingly, upon the occurrence of a Subordinate Security Instrument Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Security Instrument Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default

under the Senior Loan Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

- (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Security Instrument Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
- (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Security Instrument Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
- (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Security Instrument Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Security Instrument Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.
- (iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Security Instrument Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Security Instrument. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Security Instrument Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

- (A) To conduct a separate sale of any portion of the Mortgaged Property.
- (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
- (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

- (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
- (B) Modify or amend in any respect any provision of the Senior Loan Documents.
- (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

6. Conflicts. If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

- (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.
- (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
- (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

- (i) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
- (ii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a condemnation or a casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a condemnation or a casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a condemnation or a casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a condemnation or a casualty made by Senior Lender.
- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.
- (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

- (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.
- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.
- (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.
- (f) Reserved.
- (g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more impositions, Subordinate Lender may collect escrow payments for such impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such impositions.

- (h) **Certification.** Within 10 Business Days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.
8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt. Subordinate Lender specifically agrees that on the date the Senior Loan is repaid in full, Subordinate Lender shall enter into a subordination agreement with the permanent period senior lender, a form of which is attached hereto as Exhibit B. [NOTE: CONFIRM CENTURY HOUSING SUBORDINATION IS BEING NEGOTIATED NOW]
9. **Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
10. **Notices.**
- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

Capital One, National Association
299 Park Avenue, 14th Floor

New York, New York 10171
Attention: Community Finance Portfolio Management

with a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Aviva Yakren, Esq.

Notices intended for Subordinate Lender will be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Miscellaneous Provisions.

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Except for Senior Lender, no other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.
- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
 - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Indebtedness originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Security Instrument.
 - (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Security Instrument pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Security Instrument.
- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION, a
national banking association

By: _____

Name: Tamar Sarkisian

Title: Senior Manager

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

State of _____)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared Tamar Sarkisian 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)

SUBORDINATE LENDER:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Name: Dominick Casey
Title: 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 notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared Dominick Casey 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)

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, by and between **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association and **CITY OF ROSEVILLE** and consents to the agreement of the parties set forth in this Agreement.

BORROWER:

MERCY HOUSING CALIFORNIA 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit
corporation,
its sole member/manager

By: _____
Name: Richard C. Ciraulo
Title: Vice President

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

State of _____)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared Richard C. Ciraulo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

[NOTE: TO BE INSERTED]

EXHIBIT B

FORM PERMANENT LENDER SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:)
)
Century Housing Corporation)
1000 Corporate Pointe)
Culver City, CA 90230)
Attention: Legal Department)

Space Above This Line For Recorder's Use

NOTICE

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS SUBORDINATION AGREEMENT is made this ____ day of March, 2024, by (**a single purpose entity to be determined**) ("Borrower"), Century Housing Corporation, a California nonprofit corporation ("Century"), and City of Roseville, a municipal corporation ("Lender").

RECITALS

A. Borrower has executed or is about to execute that certain Deed of Trust ("Lender Deed") encumbering that certain real property located in the County of Placer, State of California, as more particularly described in Exhibit A attached hereto (the "Property"). The Lender Deed will be recorded in the Placer County Official Records ("Official Records"). The Lender Deed secures Borrower's obligations under a promissory note in favor of Lender (the "Lender Note") in the amount of \$6,000,000.00.

B. Borrower has executed or is about to execute a promissory note in favor of Century in the face amount of \$2,233,000.00 ("Century Note") of even date herewith, and evidencing a loan (the "Century Loan") in such amount to Borrower by Century. The Century Note is to be secured by a deed of trust executed by Borrower of even date herewith in favor of Century, encumbering the Property which will be recorded in the Official Records ("Century Deed").

C. As a condition of making the Century Loan, Century requires that the Century Deed be unconditionally (and at all times remain a lien or charge upon the Property) prior and superior to all rights of Lender under the Lender Deed, and all indebtedness secured

thereby, and that Lender specifically and unconditionally subordinate the lien of the Lender Deed, and all the indebtedness secured thereby, to the lien or charge of the Century Deed.

D. Lender and Borrower intend that the Century Deed shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to Lender's rights under the Lender Deed and all indebtedness secured thereby. Lender has agreed to specifically and unconditionally subordinate and subject the Lender Deed, and all indebtedness secured thereby, together with all rights and privileges of Lender thereunder, to the lien and charge of the Century Deed.

E. It is to the mutual benefit of the parties hereto that Century make the Century Loan to Borrower, and Lender is willing that the Century Deed securing the Century Loan shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the Lender Deed, and all indebtedness secured thereby.

NOW, THEREFORE in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing Recitals are hereby incorporated into this Agreement.
2. The Century Deed securing the Century Note and any modifications, renewals or extensions thereof, and any advances (including interest thereon) thereunder or secured thereby, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to the Lender Deed, and all indebtedness secured thereby, to all loans, grants and advances of money made pursuant thereto, and to all rights and privileges of Lender thereunder; and said Lender Deed, and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, together with all rights and privileges of Lender thereunder, are hereby subjected, and made subordinate, to the lien or charge of the Century Deed.
3. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lender Deed, and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, together with all rights and privileges of Lender thereunder, to the lien or charge of the Century Deed, and shall supersede and cancel any prior agreements to subordinate the Lender Deed, and all indebtedness secured thereby to the Century Deed.

4. Lender declares, agrees, and acknowledges that:

a. It consents to all provisions of the Century Note, Century Deed, any other loan agreements or other loan or escrow agreements for the disbursement of the proceeds of the Century Loan;

b. Century, in making disbursements pursuant to any such agreements is under no obligation or duty to, nor has Century represented that it will, see to the application of such proceeds by the person or persons to whom Century disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

c. It intentionally and unconditionally waives, relinquishes, subjects and subordinates the Lender Deed, and all indebtedness secured thereby, and all loans and advances of money pursuant thereto, together with all rights and privileges of Lender thereunder, in favor of the lien or charge upon the Property of the Century Deed and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

5. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument, and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the day and year first above written.

Borrower: **(a single purpose entity to be determined)**

By: _____
[Name]
[Title]

Century: Century Housing Corporation, a California nonprofit corporation

By: _____
Ronald M. Griffith
President\CEO

Lender: City of Roseville, a municipal corporation

By: _____
[name]
[title]

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

State of California)
)
County of _____)

On _____, 2024, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

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

State of California)
)
County of _____)

On _____, 2024, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

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State of California)
)
County of _____)

On _____, 2024, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

EXHIBIT A

Property Description

The land referred to is situated in the County of Placer, City of Roseville, State of California, and is described as follows:

Parcel 2, as shown on the Map entitled “Parcel Map of Eskaton Roseville Manor” filed for record December 11, 2008, in Book 34 of Parcel Maps, at Page 121, Placer County Records, a portion of Section 31, Township 11 North, Range 6E M.D.B. & M., within the City of Roseville, the County of Placer, the State of California.

APN: 017-162-087-000

Address: 1721 Pleasant Grove Boulevard, Roseville, California 95747

HOUSING TRUST FUND LOAN AGREEMENT

Between

CITY OF ROSEVILLE

and

MERCY HOUSING CALIFORNIA 101, L.P.

1715 PLEASANT GROVE BOULEVARD, ROSEVILLE

HOUSING TRUST FUND LOAN AGREEMENT (1715 Pleasant Grove Boulevard, Roseville)

This Housing Trust Fund Loan Agreement (the "Agreement") is entered into as of _____, 2024 (the "Effective Date"), by and between the City of Roseville, a municipal corporation (the "CITY," and also referred to as "City," "the City" and "Beneficiary" in the Loan Documents), and Mercy Housing California 101, L.P., a California limited partnership (the "DEVELOPER," and also referred to as "the Borrower," "the Developer," "Owner/Developer" and "Trustor" in the Loan Documents), with reference to the following facts:

RECITALS

A. The DEVELOPER intends to construct forty-nine (49) residential rental units including one (1) manager's unit, along with approximately 4,855 square feet of amenity space (the "Development"), of which forty-eight (48) residential rental units (the "Affordable Units") shall be affordable to low, very low and extremely low income households pursuant to the Regulatory Agreement, on property located at 1715 Pleasant Grove Boulevard in the City of Roseville, Placer County, and as more particularly described in Exhibit A attached hereto (collectively, the "Property"). The Property is owned in fee title by the DEVELOPER.

B. In order to make the units in the Development affordable, the DEVELOPER wishes to borrow from the CITY and the CITY wishes to extend to the DEVELOPER a loan of Six Million Dollars (\$6,000,000) (the "Loan") to be used for construction and permanent financing of the Development. The Loan is comprised of Three Million Dollars (\$3,000,000) from the Local Housing Trust Fund Program administered by the California Department of Housing and Community Development and Three Million Dollars (\$3,000,000) from CITY matching funds. The Loan will be evidenced by a promissory note (the "Note") executed by the DEVELOPER in favor of the CITY and secured by a deed of trust recorded against the Property (the "Deed of Trust").

C. The source of the Loan funds is the Roseville Housing Trust Fund ("Housing Trust Fund"), of which Three Million Dollars (\$3,000,000) consists of Program Funds from the Local Housing Trust Fund program administered by the California Department of Housing and Community Development ("HCD") and Three Million Dollars (\$3,000,000) consists of Matching funds. The source of the Loan funds is not the proceeds of tax-exempt bonds.

D. The Loan is being made to the DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Development and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, the DEVELOPER has agreed to provide the Affordable Units for a fifty-five (55) year period. The CITY and the DEVELOPER will record a regulatory agreement (the "Regulatory Agreement") against the Property to ensure the affordability of the Affordable Units.

Separate regulatory agreements between the DEVELOPER and the entities providing the Approved Financing may also be executed to ensure the affordability of the Affordable Units.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Affordable Units" is defined in paragraph B of the Recitals.
- (b) "Agreement" is this Housing Trust Fund Loan Agreement.
- (c) "Annual Operating Expenses" is defined in Section 2.8(c) below.
- (d) "Approved Financing" shall mean all of the following loans and equity (item (i) referred to as the "Approved Construction Financing" and items (ii)-(iii) referred to as the "Approved Permanent Financing") obtained by the DEVELOPER for the Development in addition to the Loan:
 - (i) Construction Loan made by Capital One, National Association (Senior Lender);
 - (ii) Permanent Loan made by Century Housing Corporation which is a Senior Loan
 - (iii) City of Roseville Pro Housing Fund Loan
 - (iv) Limited Partner capital contributions
 - (v) Deferred Development Fee; and
 - (vi) General Partner capital contribution of land

(e) "Approved Project Budget" is the pro forma acquisition and construction budget for the Development, including sources and uses of funds, as approved by the CITY, and attached as Exhibit B.

(f) "City" is defined in the first paragraph of this Agreement.

(g) "Construction Component" defined in Section 2.1(a) below.

(h) "County" means the County of Placer, a political subdivision of the State of California.

(i) "DEVELOPER" is defined in the first paragraph of this Agreement.

(j) "Deed of Trust" is the deed of trust of even date herewith, among the DEVELOPER, as trustor, Placer Title Company, as trustee, and the CITY, as beneficiary, that will encumber the Development to secure repayment of the Loan and performance of all covenants of the Loan Documents.

(k) "Default" is defined in Section 6.1 below.

(l) "Default Rate" is defined in Section 2.2(b).

(m) "Development" is defined in paragraph B of the Recitals.

(n) "DIR" is defined in Section 3.3(c) below.

(o) "Effective Date" is defined in the first paragraph of this Agreement.

(p) "Gross Revenue" is defined in Section 2.7(c) below.

(q) "Hazardous Materials" is defined in Section 3.09(a) below.

(r) "Hazardous Materials Claim" is defined in Section 3.09(b) below.

(s) "Hazardous Materials Law" is defined in Section 3.09(b) below.

(t) "Limited Partner" is Enterprise Community Opportunity Fund LLLP, a Maryland limited liability limited partnership.

(u) "HCD" is defined in Section 7.3 below.

(v) "Loan" is defined in paragraph C of the Recitals.

(w) "Loan Documents" are this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(x) Intentionally omitted.

(y) "Note" is the promissory note of even date herewith between the DEVELOPER and the CITY evidencing the DEVELOPER's obligation to repay the Loan.

(z) "Parties" are the CITY and the DEVELOPER.

(aa) "Property" is defined in paragraph B of the Recitals.

(bb) "Regulatory Agreement" is defined in paragraph D of the Recitals.

(cc) "Residual Receipts" are defined in Section 2.7(c) below.

(dd) "Senior Lender" is a lender of a Senior Loan.

(ee) "Senior Loan" is defined in Section 2.5 below.

(ff) "Term" is defined in Section 2.7(a) below.

(gg) "Transfer" is defined in Section 3.14(a) below.

(hh) "Unit" means one of the forty-nine (49) rental housing units (including one manager's Unit) to be constructed on the Property.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property

Exhibit B: Approved Project Budget

ARTICLE 2. LOAN PROVISIONS

Section 2.1 Loan and Applications for Additional Financing.

(a) The CITY shall loan to the DEVELOPER the Loan in the principal amount of Six Million Dollars (\$6,000,000) for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note.

Section 2.2 Interest.

(a) Interest. Subject to subsection (b) below, simple interest shall accrue on the outstanding principal balance of the Loan at a rate of three percent (3%) per annum.

(b) Default Interest. Upon the occurrence and continuance of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until

such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

Section 2.3 Use of Loan Funds. The DEVELOPER shall use the Loan funds to fund construction of the Development and subsequent permanent financing of the Development in a manner consistent with the Approved Financing and Approved Project Budget, and as reviewed and approved by the California Department of Housing and Community Development. The DEVELOPER shall not use the Loan for any other purposes without the prior written consent of the CITY.

Section 2.4 Security. The DEVELOPER shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and recording it as a lien against the Property senior in lien priority to all other deeds of trust recorded against the Property except as provided in Section 2.5 below. The DEVELOPER shall also cause or permit the Regulatory Agreement to be recorded against the Property in a position superior to all other deeds of trust recorded against the Property, except as provided in Section 2.5 below.

Section 2.5 Subordination.

The Loan Documents shall be subordinated to the Construction Loan and Permanent Loan (in each case, a "Senior Loan") and to the loan documents evidencing and securing the Senior Loan. The CITY may subordinate to any other loans or affordability covenants as approved by the CITY and HCD in their reasonable discretion. The Loan Documents will be of co-equal priority with the Loan Documents related to the City of Roseville Pro Housing Fund Loan.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

(a) Maximum Disbursement. The maximum amount of funds to be disbursed pursuant to this Section 2.6 shall not exceed the amount of the Loan.

(b) Conditions Precedent to Disbursement of the Loan. The CITY shall not be obligated to make any disbursements of the Loan or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied prior to each such disbursement of Loan funds:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(ii) The DEVELOPER has delivered to the CITY a copy of a corporate resolution authorizing the DEVELOPER's execution of the Loan Documents;

(iii) Intentionally deleted

(iv) The DEVELOPER has delivered to the CITY a certificate of good standing dated within thirty (30) calendar days of the Effective Date;

(v) The DEVELOPER has furnished the CITY with evidence of the insurance coverage meeting the requirements of Section 3.15 below;

(vi) The DEVELOPER has caused to be executed and delivered to the CITY all Loan Documents and any other instruments and policies required under the Loan Documents;

(vii) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the County's Office of the Recorder concurrently with the close of escrow;

(viii) A title insurer reasonably acceptable to the CITY is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions listed on Schedule B to such Lender's Policy or as may be reasonably acceptable to the CITY (collectively, the "Permitted Encumbrances", and containing such endorsements as the CITY may reasonably require. The DEVELOPER shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the CITY's Deed of Trust to be senior in lien priority to any other liens, except approved Senior Loans and other liens approved in writing by CITY;

(ix) The DEVELOPER is in possession of all City zoning and land use approvals required to construct the Development and has provided the CITY with evidence of such approvals;

(x) Intentionally deleted.

(xi) The DEVELOPER has provided to CITY and CITY has approved the Approved Project Budget as set forth in Section 1.1(e) above.

(c) Intentionally deleted.

(d) Intentionally deleted.

Section 2.7 Repayment Schedule.

The Loan shall be repaid as follows:

(a) The Loan and this Agreement shall have a term that commences on the Effective Date and expires on the earlier of: (i) fifty-five (55) years from the date of issuance of the certificate of occupancy or equivalent certification provided by the CITY; or (ii) December 31, 2081 (the "Term").

(b) No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, the DEVELOPER shall make repayments of the Loan for that prior calendar year based on fifty percent (50%) of the available amount of Residual Receipts (as defined below in subsection (c)(iii)). These payments shall be credited first against accrued interest and then against outstanding principal of the Loan, and shall be accompanied by the DEVELOPER's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Gross Revenue and Annual Operating Expenses). The DEVELOPER shall provide the CITY with any documentation reasonably requested by the CITY to substantiate the DEVELOPER's determination of Residual Receipts. If the repayments are not received by the CITY within fifteen (15) calendar days after the installment is due, DEVELOPER shall pay to the CITY a late charge of five percent (5%) of such installment. Such late charge shall be immediately due and payable without demand by the CITY.

(c) The following definitions shall apply for purposes of Section 2.8(b):

(i) "Annual Operating Expenses", with respect to a particular calendar year during the Term, means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans that are part of the Approved Financing; property management fees and reimbursements, excluding incentive management fees, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the CITY; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in the amount required by Senior Lenders or DEVELOPER's investor limited partner; cash deposited into an operating reserve for the Development in an amount required by Senior Lenders or DEVELOPER's investor limited partner; extraordinary operating costs specifically approved by the CITY; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves; general partner asset management fees not-to-exceed Thirty Five Thousand Dollars (\$35,000) in the first year and subject to annual increases at three percent (3%); limited partner asset management fees not-to-exceed Eight Thousand Five Hundred Dollars (\$8,500) in the first year and subject to annual increases at three percent (3%); the cost of social services; any tax credit adjuster payments; payment of investor limited partner tax liability; repayment of any completion or operating loans made to the Developer; deferred developer fees; and other ordinary and reasonable operating expenses approved by the CITY and not listed above. Annual Operating Expenses shall not include the following: depreciation,

amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(ii) "Gross Revenue," with respect to a particular calendar year during the Term, means all revenue, income, receipts, and other consideration actually received by DEVELOPER from operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds) and not payable to the Senior Lenders; and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include any rental income received from the Development's commercial space, tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) "Residual Receipts", with respect to a particular calendar year during the Term, means the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above).

(d) In connection with the annual payments required by Section 2.8(b), within one hundred twenty (120) calendar days of the end of the calendar year, the DEVELOPER shall furnish to the CITY an audited statement duly certified by an independent firm of certified public accountants, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(e) The DEVELOPER shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the CITY's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's calculation of Residual Receipts. Books, records and accounts relating to the DEVELOPER's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the CITY, its auditors or other CITY authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the DEVELOPER may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the CITY at the place that the books, records and accounts of the DEVELOPER are kept. The DEVELOPER shall preserve

records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered.

(f) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, or (ii) the expiration of the Term.

(g) The CITY and the DEVELOPER shall have the right, but not the obligation, to extend the period for repayment of the Loan if desirable to serve the purposes of this Agreement.

(h) The DEVELOPER shall have the right to prepay the Loan at any time without penalty. However, the Regulatory Agreement shall remain in effect for the entire Term.

Section 2.8 Non-Recourse.

Except as provided below, the DEVELOPER and its partners shall not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of the DEVELOPER under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the CITY with respect to the principal of, and interest on, the Note and defaults by the DEVELOPER in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the CITY thereunder, or (b) be deemed in any way to impair the right of the CITY to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the DEVELOPER's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the DEVELOPER of its obligation to indemnify the CITY under Section 7.5 of this Agreement, for liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the DEVELOPER other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3. LOAN REQUIREMENTS

Section 3.1 Construction Reporting.

During construction of the Development, DEVELOPER shall provide to the CITY, on a monthly basis, copies of construction inspection reports and draw reports provided to construction lenders, at the same time as those reports are provided to construction lenders and regardless of whether the CITY is at the time being requested to make construction disbursements.

Section 3.2 Completion of Construction.

DEVELOPER shall diligently prosecute construction of the Development to completion, and shall cause the completion of the Development no later than required by the California Tax Credit Allocation Committee placed-in-service deadline associated with the Approved Financing, or such later date as the CITY may approve.

Section 3.3 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) DEVELOPER shall construct the Development in conformance with the Approved Financing and Approved Project Budget and consistent with the plans and specifications utilized to obtain City permits. DEVELOPER shall notify the CITY in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City.

(b) DEVELOPER shall cause all construction work to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as further set forth in subsection (c) below; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and DEVELOPER shall be responsible to the CITY for the procurement and maintenance thereof, as may be required of DEVELOPER and all entities engaged in work on the construction.

(c) This Agreement has been prepared with the intention that CITY assistance under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds; provided, however, that nothing in this Agreement constitutes a representation or warranty by any party regarding the applicability of the provisions of Labor Code Section 1720 et seq., and the hiring of apprentices pursuant to Labor Code Sections 1777.5 et seq., to the Approved Financing. If applicable to the Approved Financing or Approved Project Budget, the

DEVELOPER shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the construction of the Development, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations ("DIR"). The DEVELOPER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the DEVELOPER, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.4 Mechanics Liens, Stop Payment Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop payment notice affecting the Loan is served on the CITY or any other lender or other third party in connection with the Development, then DEVELOPER shall, within thirty (30) calendar days after such filing or service, either pay and fully discharge the lien or stop payment notice, effect the release of such lien or stop payment notice by delivering to the CITY a surety bond in sufficient form and amount, or provide the CITY with other assurance satisfactory to the CITY that the claim of lien or stop payment notice will be paid or discharged.

(b) If DEVELOPER fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the CITY may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at DEVELOPER'S expense. Alternately, the CITY may require DEVELOPER to immediately deposit with the CITY the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The CITY may use such deposit to satisfy any claim or lien that is adversely determined against DEVELOPER.

(c) DEVELOPER shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development and take all other reasonable steps to forestall the assertion of claims of lien against the Property. DEVELOPER authorizes the CITY, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the CITY deems necessary or desirable to protect its interest in the Property.

Section 3.5 Inspections.

DEVELOPER shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the construction by the CITY and by public

authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.6 Equal Opportunity.

During construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.7 Information and Annual Reporting.

(a) The DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Development in connection with the DEVELOPER's use of the Loan funds. In particular, the DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Development's rent and occupancy levels, as well as the annual operating budget. Without limitation, the DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the Effective Date, hardcopies and PDF copies of the following documents:

(i) insurance certificates detailing all coverage required under Section 3.15 below;

(ii) evidence of payment of property taxes or property tax exemption for the Development, as applicable;

(iii) audited financial statements for the Development and DEVELOPER; and

(iv) 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, and (iv) the date tenancy commenced for each Affordable Unit;

(b) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports on some or all of the Affordable 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 is not in default under this Agreement.

Section 3.8 Records. The DEVELOPER shall keep and maintain at the Development, or elsewhere with the CITY's written consent, full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's compliance with the terms and provisions of this Agreement. All

such books, records, and accounts shall be open to and available for audit, inspection and copying by the CITY, their auditors or other authorized representatives at reasonable intervals during normal business hours. The DEVELOPER shall preserve such records for a period of not less than five (5) years after the creation of such records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

Section 3.9 Hazardous Materials.

(a) The DEVELOPER shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. The DEVELOPER shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) The DEVELOPER shall immediately advise the CITY in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the DEVELOPER or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against the DEVELOPER or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) the DEVELOPER's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The CITY shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the DEVELOPER. The DEVELOPER shall defend, indemnify and hold harmless the CITY and its councilmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property

including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the CITY in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to defend and indemnify shall survive termination of this Agreement. Notwithstanding the foregoing, the DEVELOPER shall have no indemnification obligations under this Section 3.9(c) with respect to issues and events first arising after the foreclosure of the Property by the CITY.

(d) Without the CITY's prior written consent, which shall not be unreasonably withheld, the DEVELOPER shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the CITY's reasonable judgment, impair the value of the CITY's security hereunder; provided, however, that the CITY's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the CITY's consent before taking such action, provided that in such event the DEVELOPER shall notify the CITY as soon as practicable of any action so taken. The CITY agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) the DEVELOPER will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the DEVELOPER establishes to the reasonable satisfaction of the CITY that there is no reasonable alternative to such remedial action which would result in less impairment of the CITY's security hereunder; or (iv) the action has been agreed to by the CITY.

(e) The DEVELOPER hereby acknowledges and agrees that (i) this Section is intended as the CITY's written request for information (and the DEVELOPER's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the CITY's or the trustee's rights and remedies under the Deed of Trust, the CITY may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the DEVELOPER to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining the CITY's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the DEVELOPER shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the DEVELOPER knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the CITY in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the CITY upon its demand made at any time following the conclusion of such action.

Section 3.10 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, the DEVELOPER shall maintain the Development and the Property in good repair, reasonable wear and tear excepted, and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the DEVELOPER has not cured such condition within thirty (30) calendar days after receiving a CITY notice of such a condition, or within ninety (90) calendar days after receiving a CITY notice of such a condition in the case of a condition that cannot be reasonably remedied in thirty (30) calendar days, then in addition to any other rights available to the CITY, the CITY shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) 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.

Section 3.11 Fees and Taxes. The DEVELOPER shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent owned by the DEVELOPER, and shall pay such charges prior to delinquency. However, the DEVELOPER shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the CITY, the DEVELOPER deposits with the CITY any funds or other forms of assurance that the CITY in good faith from time to time determines appropriate to protect the CITY from the consequences of the contest being unsuccessful.

Section 3.12 Notice of Litigation.

The DEVELOPER shall promptly notify the CITY in writing of any litigation which has the potential to materially affect the DEVELOPER or the Property or the Development and of any claims or disputes that involve a material risk of such litigation.

Section 3.13 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 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, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS) 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, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, 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 7285.0, 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 Agreement subcontracts to DEVELOPER services or works required of CITY by the State of California pursuant to agreement between 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 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this 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 Development, 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 Development.

(c) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (a).

(d) The DEVELOPER shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

(e) The requirements in this Section shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.14 Transfer.

(a) For purposes of this Agreement, "Transfer" is any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any of DEVELOPER'S rights and/or duties under this Agreement, and/or (ii) any ownership interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the DEVELOPER retains title. "Transfer" shall exclude the leasing of any single unit in the Development to an occupant, the granting of security interest in connection with the Approved Financing, and the transfer of an easement interest in the Property for utility purposes. The limitations on DEVELOPER's right of Transfer contained in this Section 3.14 also shall not apply to:

(i) 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;

(ii) the transfer of limited partner interests in DEVELOPER,

(iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER or a general partner of DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with DEVELOPER or a general partner of DEVELOPER if such transfer will maintain the property tax exemption for the Property);

(v) any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of the original principal amount of such senior indebtedness, unless the additional indebtedness is used to pay the entire unpaid principal balance of the California Department of Housing and Community Development (HCD) Loan.

(vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

(vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

(viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or

(ix) transfer of the Project or partnership interests in DEVELOPER to a general partner of DEVELOPER at the end of the fifteen year Tax Credit initial compliance period;

(x) any mortgage, deed of trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deed of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development

The City Manager or his/her designee is authorized to execute assignment and assumption agreements on behalf of the CITY to implement any approved Transfer.

(b) CITY is entering into this Agreement based on the experience, skill, and ability to perform of DEVELOPER. The DEVELOPER recognizes that its qualifications and identity are of particular concern to the CITY, in view of: (i) the importance of affordable housing to the general welfare of the community; (ii) the reliance

by the CITY upon the unique qualifications and ability of the DEVELOPER to ensure the quality of the affordability, use, operation, and maintenance of the Development; (iii) the requirement that the Development be used for affordable housing; and (iv) DEVELOPER's representation that the Development is not to be acquired or used for speculation, but only for operation by the DEVELOPER in accordance with the Regulatory Agreement.

(c) No Transfer not specifically authorized in this Section 3.14 shall be permitted without the prior written consent of the CITY and HCD, which the CITY and HCD may withhold in their reasonable discretion. The Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the CITY.

(d) Intentionally deleted.

Section 3.15 Insurance Requirements.

(a) The DEVELOPER shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (occurrence form CG-0001).

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the CITY, naming the CITY as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

The DEVELOPER shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with the DEVELOPER or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (b), (c), and (d) below, including, without limitation, the

requirement of subsection (c). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the CITY, its officers, officials, agents, employees and volunteers.

(b) The required insurance shall be provided under an occurrence form, and the DEVELOPER shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs shall be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII.

(c) Certificates. All insurance coverages referenced in subparagraph (a) above, shall be evidenced by one or more certificates of coverage or, with the consent of the CITY, demonstrated by other evidence of coverage acceptable to the CITY, which shall be filed by DEVELOPER and approved by the CITY prior to disbursement of the Loan. Such certificates shall be kept current during the term of this Agreement; shall provide that CITY shall be given no less than thirty (30) calendar days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) calendar days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in subparagraph (a)(ii) of this Section, and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subparagraph (a)(iii) of this Section, DEVELOPER shall also file with the CITY evidence of coverage an endorsement from the insurance provider naming CITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DEVELOPER not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of CITY shall pertain only to liability for activities of DEVELOPER under this Agreement, and that the insurance provided is primary coverage to CITY with respect to any insurance or self-insurance programs maintained by CITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the CITY, DEVELOPER shall provide or arrange for the insurer to provide within thirty (30) calendar days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, the CITY, which approval shall not be denied unless the CITY determines that the deductibles or self-insured retentions are unreasonably large in relation to the Loan and the Development and the risks of liability associated with the activities required of DEVELOPER by this Agreement. At the option of and upon request by the CITY if the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects CITY, its officers, employees, agents and volunteers or DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 4.

AFFORDABLE HOUSING REQUIREMENTS

Section 4.1 Affordability Restrictions.

In consideration for the Loan to be provided to the DEVELOPER on below-market terms, the DEVELOPER hereby agrees that forty-eight (48) Units shall be affordable to low, very low and extremely low income tenants for fifty-five (55) years as further specified in the Regulatory Agreement between the DEVELOPER and CITY and other regulatory agreements between the DEVELOPER and providers of the Approved Financing. The DEVELOPER shall record against the Property, prior to the disbursement of any Loan funds, the Regulatory Agreement.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 5.1 Representations and Warranties.

The DEVELOPER hereby represents and warrants to the CITY as follows:

(a) Organization. The DEVELOPER is a duly organized California limited partnership, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of the DEVELOPER. The DEVELOPER has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to

be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the DEVELOPER, and all actions required under the DEVELOPER's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the DEVELOPER enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the DEVELOPER, or any provision of the organizational documents of the DEVELOPER, or will conflict with or constitute a breach of or a default under any agreement to which the DEVELOPER is a party, or will result in the creation or imposition of any lien upon any assets or property of the DEVELOPER, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction and operation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of officers of any government or agency.

(g) Pending Proceedings. The DEVELOPER is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the DEVELOPER, threatened against or affecting the DEVELOPER or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the DEVELOPER, materially affect the DEVELOPER's ability to repay the Loan or impair the security to be given to the CITY pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, the DEVELOPER will have acquired the Property in fee, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the CITY or for the Approved Financing, except for Permitted Encumbrances and liens approved in writing by the CITY.

(i) Financial Statements. The financial statements of the DEVELOPER and other financial data and information furnished by the DEVELOPER to the CITY fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the DEVELOPER from that shown by such financial statements and other data and information.

(j) Taxes. The DEVELOPER has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon the DEVELOPER or the DEVELOPER's income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the DEVELOPER that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the DEVELOPER, taken as a whole, which would be expected to result in a material impairment of the ability of the DEVELOPER to perform under any Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the DEVELOPER of any Loan Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall constitute a "Default" by the DEVELOPER under this Agreement:

(a) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) calendar days after receipt of written notice from the CITY that such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by the DEVELOPER to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the CITY to the DEVELOPER or, if the breach cannot be cured within thirty (30) calendar days, the DEVELOPER shall not be in breach so long as the DEVELOPER is diligently undertaking to cure such breach; provided, however, that if a different period or notice requirement is specified under any other Section of this Article 6, the specific provisions shall control.

(c) Intentionally Omitted.

(d) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the DEVELOPER to be bankrupt or insolvent, (ii)

approving as properly filed a petition seeking reorganization of the DEVELOPER or seeking any arrangement for the DEVELOPER under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the DEVELOPER in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of the DEVELOPER, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) calendar days; or the DEVELOPER shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(e) Assignment; Attachment. The DEVELOPER shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(f) Suspension; Termination. The DEVELOPER shall have voluntarily suspended its business or, shall have been dissolved or terminated.

(g) Liens on Property and the Development. There shall be filed any claim of lien (other than Permitted Encumbrances or liens in connection with the Approved Financing, and liens approved in writing by the CITY) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) calendar days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the CITY.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the CITY.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 3.14.

(j) Representation or Warranty Incorrect. Any DEVELOPER representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the CITY in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made or when later due to be performed.

Section 6.2 Remedies.

Notwithstanding anything to the contrary in any of the Loan Documents, any partners of the DEVELOPER shall have the right but not the obligation to cure any Default. The Limited Partner of DEVELOPER shall be given a duplicate notice of any Default at the address set forth in Section 7.9 of this Agreement. The CITY agrees that any cure of a Default by any partners of the DEVELOPER shall be deemed to be a cure by the DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the DEVELOPER. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the CITY or automatically where so specified, relieve the CITY of any obligation to make or continue the Loan and shall give the CITY the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The CITY shall have the right to cause all indebtedness of the DEVELOPER to the CITY under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The DEVELOPER waives all right to presentment, demand, protest or notice of protest or dishonor. The CITY may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the CITY as a creditor and secured party under the law, including the Uniform Commercial Code, and including foreclosure under the Deed of Trust.

(b) Specific Performance. The CITY shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the DEVELOPER to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at the DEVELOPER's Expense. The CITY shall have the right (but not the obligation) to cure any monetary default by the DEVELOPER under a loan other than the Loan. The DEVELOPER agrees to reimburse the CITY for any funds advanced by the CITY to cure a monetary default by the DEVELOPER upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and the Default Rate from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

The DEVELOPER shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the CITY or the rights of the CITY hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the CITY by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the CITY by the terms of any such instrument, or by any statute or otherwise against the DEVELOPER and any other person. Neither the failure nor any delay on the part of the CITY to exercise any such rights and remedies

shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the CITY and the DEVELOPER or its agents, employees or contractors, and the DEVELOPER shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The DEVELOPER has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the acquisition, construction, and operation of the Development, the DEVELOPER shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The DEVELOPER shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the CITY by any person that the DEVELOPER may have employed or with whom the DEVELOPER may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and the DEVELOPER shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties and approved by HCD. The City Manager is authorized to execute on behalf of the CITY amendments to the Loan Documents or amended and restated Loan Documents so long as the City Council first approves any material change in the amount or terms of this Agreement or in the amounts or terms of financing provided by other parties for the Development, requiring conforming amendments to the Loan Documents. In the event of amendments to the Loan Documents, CITY shall submit copies of all trust fund loan guidelines and underwriting standards and procedures for

review and approval by the California Department of Housing and Community Development ("HCD").

Section 7.4 Loan Documents.

In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply.

Section 7.5 Indemnification.

(a) To the full extent permitted by law, the DEVELOPER shall indemnify, defend at its own expense, and hold the CITY and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the CITY or Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, the reconveyance of the Deed of Trust, and any release of part or all of the Property from the burdens of this Agreement. 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.

Section 7.6 Non-Liability of CITY Officials, Employees and Agents.

No official, employee or agent of the CITY shall be personally liable to the DEVELOPER in the event of any default or breach by the CITY or for any amount which may become due to the DEVELOPER or its successor or on any obligation under the terms of this Agreement.

Section 7.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions

or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The DEVELOPER shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the CITY, or any person related within the third (3rd) degree of such person.

(c) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the DEVELOPER, or immediate family member of any of the preceding, shall make or participate in a decision, made by the CITY or a CITY council, board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the DEVELOPER. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 et seq., its implementing regulations manual and codes, and Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

DEVELOPER: Mercy Housing California 101, L.P.

c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo
with a copy to:

with a copy to:

Enterprise Community Opportunity Fund LLLP
c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

Attn: Asset Management

CITY: City of Roseville
311 Vernon Street
Roseville, California 95678
Attn: City Manager

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Any notice sent to DEVELOPER will also be sent to DEVELOPER'S limited partner.

Section 7.10 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Venue shall be Placer County.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind the DEVELOPER and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the CITY and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or defaults are due to war, terrorism, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) calendar days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. In no event shall the CITY be required to agree to cumulative delays in excess of one hundred eighty (180) calendar days.

Section 7.15 CITY Approval.

The CITY has authorized the City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of the DEVELOPER defaults under the Loan Documents. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 7.16 Waivers.

Any waiver by the CITY of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the CITY to take action on any breach or default of the DEVELOPER or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the DEVELOPER to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the CITY to any act or omission by the DEVELOPER shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan. If there is any conflict between this Agreement and any other Loan Documents, the most restrictive provisions shall control.

Section 7.19 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.20 Signage.

As required by the California Department of Housing and Community Development as a condition of the LHTF Program, during the construction period, if DEVELOPER elects to place a sign or signs identifying the Development that is visible to the public, Borrower shall include the following language on the sign, "Funding provided by the Local Housing Trust Fund and the California Department of Housing and Community Development." If the Borrower does not elect to place a sign on the Property identifying the Development, the California Department of Housing and Community Development may place one or more signs on the Property stating that it is providing financing for the Development.

Section 7.21 Inspection.

The California Department of Housing and Community Development reserves the right to inspect any site upon which the work is being performed on the Development; and the contractor shall cause to be inserted in any subcontract for performance of the work a provision permitting the California Department of Housing and Community Development or its agents the right to inspect the work site at any reasonable time.

[Signatures on following page.]

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

City of Roseville, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

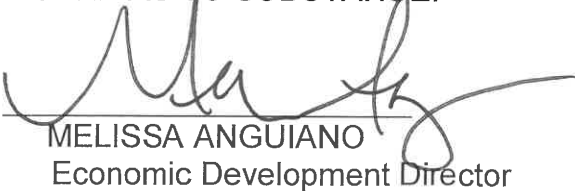
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MELISSA ANGUIANO
Economic Development Director

DEVELOPER:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit
corporation, its sole member/manager

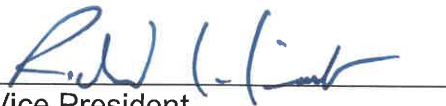
By: 
Its: Vice President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

EXHIBIT "A-1"
LEGAL DESCRIPTION

Page 1 of 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA BEING PARCEL 1 AS
SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PLEASANT GROVE
APARTMENTS, SUBDIVISION NO. PL23-0037", FILED FOR RECORD
_____, 2024, IN BOOK _____, AT PAGE _____,
PLACER COUNTY RECORDS.

EXHIBIT B
APPROVED PROJECT BUDGET

Pleasant Grove - Phase 1

Page 1

Prepared For: Mercy Housing California
Prepared By: California Housing Partnership Corporation
Version: Construction Closing Draft
Revised: 2/14/2024
Filename: Pleasant Grove Phase 1 7.02 Construction Closing 021424.xlsm

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SOURCES OF FUNDS - PERMANENT

Variance to v.6.03 Offer Set 12.11.23				TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS	
AMOUNT	AMOUNT	Variance						
Century Conventional Perm Loan	1,854,000	2,233,000	(379,000)	7.440%		20.0	Total Permanent Debt:	1,854,000
City of Roseville - LHIF	6,000,000	6,000,000	0	3.000%	1.788%	55.0	Term - 20 (yrs.)	
Accrued Deferred Interest - City of Roseville	227,506	227,506	0				Per Unit:	122,449
City of Roseville - PIP Loan	1,550,000	1,550,000	0	3.000%	1.788%	55.0	Per Unit:	31,633
Accrued Deferred Interest - City of Roseville	58,772	58,772	0					
Donated Land	2,142,660	2,142,660	0					
Capital Contributions			0					
GP Capital - Sponsor	100	100	0					
Limited Partners	21,678,000	21,678,000	0				Fed LIHTC: \$0.95	State LIHTC: \$0.88
TOTAL SOURCES	33,511,038	33,890,038	(379,000)					
Surplus/(Shortfall)	0	0						
Synd Costs	183,500							
Net Equity for TCAC	21,494,500							
TDC less Synd Costs	33,327,538							
PERMANENT LOAN INTEREST RATE				INVESTOR EQUITY STACK				
TRANCHE A								
Index Type:	10Y T							
Current Index:	4.170%							
Spread:	2.870%							
Base Rate	6.840%							
Cushion	0.150%							
Trustee	0.000%							
Total	7.440%							
				0 Issuer min/			LIHTC Equity (Federal+State)	21,678,000
				0 per annum			Subtotal LP Equity	21,678,000

SOURCES OF FUNDS - CONSTRUCTION

Variance to v.6.03 Offer Set 12.11.23				INTEREST RATE	TERM (Mos.)	COMMENTS	
AMOUNT	AMOUNT	Variance					
Conventional Construction Loan	20,039,360	20,430,716	(391,326)	8.070%	25		
City of Roseville - LHIF	6,000,000	6,000,000	0	3.000%	25		
Accrued Deferred Interest - City of Roseville	227,506	227,506	0				
City of Roseville - PIP Loan	1,550,000	1,550,000	0	3.000%	25		
Accrued Deferred Interest - City of Roseville	58,772	58,772	0				
Donated Land	2,142,660	2,142,660	0				
Costs Deferred Until Conversion	1,324,810	1,312,484	12,326				
Capital Contributions			0				
GP Capital - Sponsor	100	100	0				
Limited Partners	2,167,800	2,167,800	0				
TOTAL SOURCES	33,511,038	33,890,038	(379,000)				
Surplus/(Shortfall)	0	0					
Sources Less Deferred To Conversion	32,168,228						
Syndication Costs	183,500						
Net Equity for TCAC	1,984,300						
CONSTRUCTION LOAN INTEREST RATE				CONSTRUCTION LOAN VALUATION			
Term SOFR							
Index Type:				Restricted NOI	232,023		
Current Index:	5.32%			OAR	5.00%		
Spread:	1.75%			FMV per NOI	4,640,460		
Base Interest Rate (not including cushi)	7.07%			Agg. Credit Value @ 0.9449	21,676,274		
Cushion - Total	1.00%			Perm-Only Soft Debt	0		
Interest Rate (All-in)	8.07%			Total Value	26,316,734		
				LTV:	85.00%		
				Max. Const. Loan Amount	22,369,224		
				Commitment Amount	TBD		

Uses of Funds

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Variance to v.6.01 Offer Set				Res Cost/ Res Sq Foot	100.00% 100.00%	COST ALLOCATIONS Assuming 286 Election? No					LIFT ELIGIBLE BASIS		OTHER ALLOCATIONS			
						Depreciable							Deferred to Completion or Perm Conv.	Land/Basis for 50% Test		
				Per Unit	Total Residential	Non- Depreciable	Residential	Non-Resid.	Expensed	Amortized	Constr./ Rehab	Acquisition				
TOTAL				TOTAL	Variance											
ACQUISITION COSTS																
Total Purchase Price - Real Estate: 2,142,660																
Land - Pleasant Grove	2,142,660	2,142,660	0	43.728	2,142,660	2,142,660	0	0	0	0	0	0	0	2,142,660		
Title/Recording/Escrow - Acquisition	18,663	18,663	0	381	18,663	18,663	0	0	0	0	0	0	0	18,663		
Land Holding Costs	400,000	400,000	0	8,163	400,000	400,000	0	0	0	0	0	0	0	400,000		
Off-Site Improvements	75,000	75,000	0	1,631	75,000	0	75,000	0	0	0	0	75,000	0	75,000		
HARD COSTS																
Total Construction Contract: 19,836,070 20,827,874																
NEW CONSTRUCTION																
Hard Costs-Unit Construction	11,594,936	13,453,000	(1,858,064)	236,631	11,594,936	11,594,936	0	0	0	0	11,594,936	0	0	11,594,936		
Site Improvements/Landscape	4,480,263	4,428,000	254,263	91,434	4,480,263	4,480,263	0	0	0	0	4,480,263	0	0	4,480,263		
GC - General Conditions	1,275,629	1,805,000	(529,371)	26,033	1,275,629	1,275,629	0	0	0	0	1,275,629	0	0	1,275,629		
GC - Overhead & Profit	732,157	712,889	19,268	14,942	732,157	732,157	0	0	0	0	732,157	0	0	732,157		
GC - Insurance/Bond	425,588	353,446	72,142	8,865	425,588	425,588	0	0	0	0	425,588	0	0	425,588		
GC - GC Contingency	358,900	349,456	9,444	7,324	358,900	358,900	0	0	0	0	358,900	0	0	358,900		
Contingency - Escalation	725,000	0	725,000	14,796	725,000	725,000	0	0	0	0	725,000	0	0	725,000		
Contingency - Owner's Construction	991,804	1,048,740	(56,936)	20,241	991,804	991,804	0	0	0	0	991,804	0	0	991,804		
REHAB																
SOFT COSTS																
Architecture - Design	1,263,000	1,053,000	200,000	25,571	1,263,000	1,263,000	0	0	0	0	1,263,000	0	0	1,263,000		
Design/Engineering	245,000	145,000	100,000	5,000	245,000	245,000	0	0	0	0	245,000	0	0	245,000		
Phase I/II/Toxics Report	10,000	10,000	0	294	10,000	10,000	0	0	0	0	10,000	0	0	10,000		
Special Inspections/Testing	70,000	50,000	20,000	1,429	70,000	70,000	0	0	0	0	70,000	0	0	70,000		
Environmental Consulting	33,000	33,000	0	673	33,000	33,000	0	0	0	0	33,000	0	0	33,000		
Owner's Rep / Construction Supervision	155,000	125,000	30,000	3,163	155,000	155,000	0	0	0	0	155,000	0	0	155,000		
Local Development Impact Fees	1,404,580	1,404,580	0	28,665	1,404,580	1,404,580	0	0	0	0	1,404,580	0	0	1,404,580		
Local Permit/Fees	42,000	42,000	0	857	42,000	42,000	0	0	0	0	42,000	0	0	42,000		
Utility Connection Fees	289,000	289,000	0	5,898	289,000	289,000	0	0	0	0	289,000	0	0	289,000		
Real Estate Taxes During Const	53,567	53,567	0	1,093	53,567	53,567	0	0	0	0	53,567	0	0	53,567		
Insurance During Const	302,115	202,115	100,000	6,166	302,115	302,115	0	0	0	0	302,115	0	0	302,115		
Appraisal	15,000	15,000	0	306	15,000	15,000	0	0	0	0	15,000	0	0	15,000		
Market/Rent Comp Study	25,000	25,000	0	510	25,000	25,000	0	0	0	0	25,000	0	0	25,000		
Soft Cost Contingency	700,000	391,732	308,268	14,286	700,000	700,000	0	0	0	0	700,000	0	0	700,000		
Predev. Loan Interest/Fees	85,000	85,000	0	1,735	85,000	85,000	0	0	0	0	85,000	0	0	85,000		
Construction Loan Interest	1,668,195	1,669,407	(1,212)	34,045	1,668,195	841,382	0	726,813	0	0	841,382	0	0	841,382		
Accrued Interest - City of Roseville - LHFF	227,506	227,506	0	4,643	227,506	153,781	0	73,725	0	0	153,781	0	0	153,781		
Accrued Interest - City of Roseville - PIP L	58,772	58,772	0	1,199	58,772	39,727	0	19,045	0	0	39,727	0	0	39,727		
Title/Recording/Escrow - Construction	95,000	85,000	10,000	1,939	95,000	95,000	0	0	0	0	95,000	0	0	95,000		
Title/Recording/Escrow - Permanent	20,000	20,000	0	408	20,000	20,000	0	0	0	0	20,000	0	0	20,000		
Legal (Owner's Construction Closing	55,000	55,000	0	1,122	55,000	55,000	0	0	0	0	55,000	0	0	55,000		
Permanent Closing	25,000	15,000	10,000	510	25,000	25,000	0	0	0	0	25,000	0	0	25,000		
Organization of Pinshp	5,000	5,000	0	102	5,000	5,000	0	0	0	0	5,000	0	0	5,000		
Syndication - GP	55,000	55,000	0	1,122	55,000	55,000	0	0	0	0	55,000	0	0	55,000		
Syndication Consulting	108,500	108,500	0	2,214	108,500	108,500	0	0	0	0	108,500	0	0	108,500		
Audit/Cost Certification	15,000	15,000	0	306	15,000	15,000	0	0	0	0	15,000	0	0	15,000		
TCAC Application/Res/Monitoring Fee	113,851	113,851	0	2,323	113,851	113,851	0	0	0	0	113,851	0	0	113,851		
Marketing	148,000	114,000	34,000	3,020	148,000	148,000	0	0	0	0	148,000	0	0	148,000		
Furnishings Not in Contract	98,000	98,000	0	2,000	98,000	98,000	0	0	0	0	98,000	0	0	98,000		
Capitalized Operating Reserve (3 mos.)	199,720	187,394	12,326	4,076	199,720	199,720	0	0	0	0	199,720	0	0	199,720		
Developer Fee	2,200,000	2,200,000	0	44,898	2,200,000	2,200,000	0	0	0	0	2,200,000	0	0	2,200,000		
FINANCING FEES																
Construction Lender Origination Fee	150,295	153,230	(2,935)	3,067	150,295	41,235	0	109,060	0	0	41,235	0	0	41,235		
Construction Lender Expenses	52,200	52,200	0	1,065	52,200	14,322	0	37,878	0	0	14,322	0	0	14,322		
Construction Lender Counsel	85,000	85,000	0	1,735	85,000	23,321	0	61,679	0	0	23,321	0	0	23,321		
Permanent Lender Expenses	1,000	1,000	0	20	1,000	0	0	1,000	0	0	0	0	0	1,000		
Permanent Lender Counsel	25,000	25,000	0	510	25,000	0	0	25,000	0	0	0	0	0	25,000		
Permanent Loan Origination Fee	18,540	22,330	(3,790)	378	18,540	0	0	18,540	0	0	0	0	0	18,540		
COI Contingency	15,000	15,000	0	306	15,000	4,115	0	10,885	0	0	4,115	0	0	4,115		
Subtotal - Financing/Costs of Issuance	347,035	353,760	(6,725)	7,062	347,035	82,693	0	264,042	0	0	78,878	0	0	82,693		
TOTAL DEVELOPMENT COSTS																
TDC Per Unit	33,611,038	33,889,038	(278,000)	683,899	33,611,038	2,924,643	28,151,019	0	982,583	452,893	29,146,904	0	1,324,810	31,712,342		
TDC Net of accrued interest:	683,899	670,889	13,010	100.00%												
TDC TCAC	33,327,538	33,327,538	0	33,327,538												

Developer Fee Calculation

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MAXIMUM DEVELOPER FEE CALCULATION

	CONST.	ACQ.	TOTAL
Fee per Base TCAC Formula	4,042,036	0	4,042,036
Percent of Total	100.00%	0.00%	100.00%
Max. Allowable Fee per TCAC (prorated)	2,200,000	0	2,200,000
Net Allowable	2,200,000	0	2,200,000
Maximum Base Developer Fee per TCAC			2,200,000
Most Restrictive Maximum Developer Fee:			2,200,000
Maximum Cash Fee per TCAC (Lesser of Calc. or Reservation Amount)			2,200,000
Most Restrictive Maximum Cash Fee:			2,200,000

ACTUAL DEVELOPER FEE PAYMENT SCHEDULE

	Amount	% of Cash Fee	% of Total Fee
Construction Close	880,000	40.00%	40.00%
Completion	220,000	10.00%	10.00%
Conversion	950,000	43.18%	43.18%
Final LP Pay-in 1	150,000	6.82%	6.82%
Total: Cash Fee	2,200,000		
Plus: Deferred Developer Fee	0		0.00%
Plus: GP Capital	0		0.00%
Total Developer Fee	2,200,000		

Unit Mix & Rental Income

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AVERAGE AFFORDABILITY FOR
LIHTC UNITS (% of Median) 47.92%

9% TCAC INCOME TARGETING PTS: 50.00

RENT LIMITS AS OF YEAR: 2023

UTILITY ALLOWANCES	0BR	1BR	2BR	3BR	4BR	5BR
Pleasant Grove	-	61	75	87	-	-

RESIDENTIAL INCOME

LIHTC - Tier 1		Pleasant Grove		TCAC		30% AMI		% of Units: 16.67%		Section 8 SUBSIDIZED					
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	Number of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy Increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income	
1BR	2	608	30.0%	603	542	542	1,084	13,008	2	1,937	1,395	2,790	33,480	46,488	
2BR	3	850	30.0%	723	649	648	1,944	23,328	3	2,437	1,789	5,367	64,404	87,732	
3BR	3	1,095	30.0%	836	748	749	2,247	26,964	3	2,954	2,205	6,615	79,380	106,344	
TOTAL		8					5,275	63,300	8			14,772	177,264	240,564	

LIHTC - Tier 2 Pleasant Grove		TCAC		40% AMI		% of Units: 12.50%							
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent					Total Annual Income
1BR	2	608	40.0%	804	743	743	1,486	17,832					17,832
2BR	2	850	40.0%	965	890	890	1,780	21,360					21,360
3BR	2	1,095	40.0%	1,115	1,028	1,028	2,056	24,672					24,672
TOTAL	6						5,322	63,864					63,864

LIHTC - Tier 3 Pleasant Grove		TCAC		50% AMI		% of Units: 45.83%							
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent					Total Annual Income
1BR	7	608	50.0%	1,005	945	944	6,608	79,296					79,296
2BR	7	850	50.0%	1,206	1,131	1,131	7,917	95,004					95,004
3BR	8	1,095	50.0%	1,393	1,307	1,306	10,448	125,376					125,376
TOTAL	22						24,973	299,676					299,676

LIHTC - Tier 4 Pleasant Grove		TCAC		60% AMI		% of Units: 25.00%							
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent					Total Annual Income
1BR	4	608	60.0%	1,206	1,146	1,145	4,580	54,960					54,960
2BR	4	850	60.0%	1,447	1,372	1,372	5,488	65,856					65,856
3BR	4	1,095	60.0%	1,672	1,586	1,585	6,340	76,080					76,080
TOTAL	12						16,408	196,896					196,896

Staff Units - Site 1 Pleasant Grove													
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent					
2BR	1	850	0.0%	0	0	0	0	0					0
TOTAL	1						0	0					0

TOTAL RESIDENTIAL INCOME													
	Number	Total Monthly Net Rent	Total Annual Net Rent	Monthly Section 8 Income	Annual Section 8 Income	Monthly NA Income	Annual NA Income	Monthly Test C Income	Annual Test C Income	Monthly Test D Income	Annual Test D Income	Grand Total Income	Total Floor Area
LIHTC	48	51,978	623,736	14,772	177,264	0	0	0	0	0	0	801,000	41,335
Non-LIHTC	0	0	0	0	0	0	0	0	0	0	0	0	0
Staff Units	1	0	0	0	0	0	0	0	0	0	0	0	850
TOTAL	49	51,978	623,736	14,772	177,264	0	0	0	0	0	0	801,000	42,185

MISCELLANEOUS INCOME			
	Per Unit Per Month	Monthly Total	Annual Total
Laundry / Vending	10.00	490	5,880
Other	0.00	0	0
TOTAL	10.00	490	5,880

SUBSIDIZED UNIT MIX SUMMARY			
Unit Type	Units With Section 8	Units Without Subsidy	Total Units
1BR	2	13	15
2BR	3	14	17
3BR	3	14	17
TOTAL	8	41	49

Base Year Income & Expense

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INCOME		
Scheduled Gross Income - Residential		623,736
Total Gross Subsidy Income - Section 8		177,264
Misc. Income		5,880
Vacancy Loss - Residential	5.00%	(31,481)
Vacancy Loss - Section 8	5.00%	(8,863)
EFFECTIVE GROSS INCOME		766,536
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	1,470	
Legal	2,500	
Accounting/Audit	13,500	
Security	0	
Other: Misc. Admin	13,275	
Total Administrative		30,745
Management Fee		35,280
Utilities		
Fuel	0	
Gas	0	
Electricity	15,000	
Water/Sewer	38,000	
Resident Utility Reimbursement	0	
Total Utilities		53,000
Payroll/Payroll Taxes		
On-Site Manager/Office Admin	55,214	
Maintenance Payroll	54,974	
Manager Unit Expense/(Credit)	0	
Payroll Taxes/Benefits	36,460	
Total Payroll/Payroll Taxes		146,648
Insurance		83,250
Maintenance		
Painting	250	
Repairs	17,990	
Trash Removal	17,000	
Exterminating	1,800	
Grounds	17,500	
Elevator	7,000	
Fire Protection	5,000	
Total Maintenance		66,540
Other		
Special Assessments	0	
Misc. Tax/License	0	
SPONSOR OPEX INFLATOR TO COMPLETION	0	
Total Other		0
Resident Services		
Tenant Services	45,000	
Tenant Activities	0	
Total Resident Services		45,000
Replacement Reserve		22,050
Real Estate Taxes		52,000
TOTAL EXPENSES - RESIDENTIAL		534,513
Per Unit Per Annum (incl. Reserves)	10,908	
Per Unit Per Annum (w/o taxes/res/svc)	8,479	
TCAC Minimum (w/o taxes/res/svc)	5,000	
TOTAL EXPENSES - COMMERCIAL		0
NET AVAILABLE INCOME		232,023
ADJUSTED NET AVAILABLE INCOME: TOTAL		232,023
ADJUSTED NET AVAILABLE INCOME: NET OF OP SUBSIDY		63,622
Debt Service Coverage Ratio		1.30
AVAILABLE FOR DEBT SERVICE (NET OF OP SUBSIDY)		48,940
AVAILABLE FOR DEBT SERVICE (OP SUBSIDY OVERHANG)		129,539
NET AVAILABLE INCOME AFTER SENIOR DEBT SERVICE		53,544

Mortgage Calculation/Bond Ratios

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TRANCHE A

Uses baseline year NOI; includes annual fees
 Financing Type: Century Conventional Perm Loan

	Underwriting Constraint	Maximum Loan Amount		
Debt Service Coverage	1.30	1,854,688	Rate:	7.440%
Lender Commitment		NA	Term (mths):	240
			NOI for DS:	<u>232,023</u>
MAXIMUM MORTGAGE		1,854,688	Max PMT @ DSCR:	178,479
			Annual Fees:	0
			Annual DS Payment:	178,479

INTEREST RATE STACK	TRANCHE A
Base Rate	6.8400%
Cushion	0.1500%
Issuer	0.0000%
Trustee	0.0000%
TOTAL	7.4400%
DCR	1.30

Lease-Up / Placed-in-Service Schedule

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SCHEDULE

	Dates	Months to Milestone	Cumulative Months
Start of Construction	May 1, 2024	0	0
Completion	October 1, 2025	17	17
100% Occupancy	March 1, 2026	5	22
Conversion	June 1, 2026	3	25
Forms 8599	December 1, 2026	6	31

LINTC SCHEDULE

SINGLE BUILDING / MULTIPLE BUILDINGS - GROUP A				
1st Tax Credit Year:		2026		
Total # Units:		48		
Month	Total OO by Month	Total Vacated by Month	Cumulative Occupancy	Cumulative Occupancy %
Jan-26	39	0	39	81.25%
Feb-26	9	0	48	100.00%
Mar-26	0	0	48	100.00%
Apr-26	0	0	48	100.00%
May-26	0	0	48	100.00%
Jun-26	0	0	48	100.00%
Jul-26	0	0	48	100.00%
Aug-26	0	0	48	100.00%
Sep-26	0	0	48	100.00%
Oct-26	0	0	48	100.00%
Nov-26	0	0	48	100.00%
Dec-26	0	0	48	100.00%
1st Year Occupancy: 2026			98.44%	

OPERATIONS SCHEDULE

YEAR 0			2025
Completed Lease Up by Month			
Month	No. Units	Percent	
Jan-25	0	0.0%	
Feb-25	0	0.0%	
Mar-25	0	0.0%	
Apr-25	0	0.0%	
May-25	0	0.0%	
Jun-25	0	0.0%	
Jul-25	0	0.0%	
Aug-25	0	0.0%	
Sep-25	0	0.0%	
Oct-25	10	20.4%	
Nov-25	10	20.4%	
Dec-25	10	20.4%	
Total	30	61.2%	
Total % Operating in First Year			16.28%

PIS SCHEDULE FOR ACQ BASIS DEPRECIATION

YEAR 0				2025
Mid-Month Convention				
Month	No. Units	Bldg. PIS by Month	Dep. Percent	
Jan-26	0	0	0.0%	
Feb-26	0	0	0.0%	
Mar-26	0	0	0.0%	
Apr-26	0	0	0.0%	
May-26	0	0	0.0%	
Jun-26	0	0	0.0%	
Jul-26	0	0	0.0%	
Aug-26	0	0	0.0%	
Sep-26	0	0	0.0%	
Oct-26	49	49	4.2%	
Nov-26	49	49	8.3%	
Dec-26	49	49	8.3%	
TOTAL	49		20.8%	
Total Avg % PIS Y1			20.8%	

PIS SCHEDULE FOR REHAB/INC BASIS DEPRECIATION

YEAR 1				2025
Mid-Month Convention				
Month	Building No.	No. Units	Bldg. PIS by Month Percent	
Jan-25	0	0	0.0%	
Feb-25	0	0	0.0%	
Mar-25	0	0	0.0%	
Apr-25	0	0	0.0%	
May-25	0	0	0.0%	
Jun-25	0	0	0.0%	
Jul-25	0	0	0.0%	
Aug-25	0	0	0.0%	
Sep-25	0	0	0.0%	
Oct-25	1	49	4.2%	
Nov-25	0	49	8.3%	
Dec-25	0	49	8.3%	
TOTAL		49	20.8%	
Total Avg % PIS Y1			20.8%	

PIS SCHEDULE FOR SITEWORK/PERS. PROP. DEPRECIATION

YEAR 1				2025
Mid-Quarter Convention				
Month	Building No.	No. Units	Bldg. PIS by Month Percent	
Jan-25	0	0	0.0%	
Feb-25	0	0	0.0%	
Mar-25	0	0	0.0%	
Apr-25	0	0	0.0%	
May-25	0	0	0.0%	
Jun-25	0	0	0.0%	
Jul-25	0	0	0.0%	
Aug-25	0	0	0.0%	
Sep-25	0	0	0.0%	
Oct-25	1	49	0.0%	
Nov-25	0	0	4.2%	
Dec-25	0	0	8.3%	
TOTAL		49	12.5%	
Total Avg % PIS Y1			12.5%	

Calculation of Net Syndication Proceeds

Version: Construction Closing Draft

Total Federal Credit (10 yr) & State Credit		22,940,150	
<i>Total Federal Credit</i>	22,940,150		
<i>Total State Credit</i>	0		
Gross Proceeds (Total)		21,678,000	
<i>Gross Proceeds - Federal Credit</i>	21,676,274		
<i>Gross Proceeds - State Credit</i>	0		
Gross Proceeds (net of Energy/Historic Credit Proceeds)		21,678,000	
Less: LP Syndication Costs			
Attorney	60,000		
Accountant	15,000		
Consulting	108,500		
Other:			
Total Syndication Costs		183,500	
Total Syndication Costs/Gross Proceeds		0.01 % (Syndication Load)	
Net Proceeds		21,494,500	
Net Proceeds/Total Fed and State Credit		0.93698	tax credit price
Gross Proceeds (Total)/Total Fed and State Credit		0.94498	tax credit price
Gross Proceeds - Federal/State Disaggregated			
Federal		0.94500	tax credit price
State		0.88000	tax credit price
Net Proceeds - Federal/State Disaggregated			
Federal		0.93691	tax credit price
State		-	tax credit price
Total Equity			
Gross Proceeds from LIHTC	21,678,000		
Total Equity	21,678,000		

TCAC Calculations & Scoring

Version: Construction Closing Draft

THRESHOLD BASIS LIMIT

County:	Placer	TCAC Project #:	CA-23-085			
9% or 4% credits:	9%	CDLAC Project #:				
Year:	2024					
Base Limits for Geographic Region		Threshold Basis Limit for This Project				
Unit Type	9%	4%	Unit Type	# Units	Per Unit Basis Limit	Total
1 BR	382,666	382,666	1 BR	15	382,666	5,739,990
2 BR	461,600	461,600	2 BR	17	461,600	7,847,200
3 BR	590,848	590,848	3 BR	17	590,848	10,044,416
				49		23,631,606
Energy/Resource Efficiency Boosts		Additional Basis Adjustments				
Renewables (50% to 90% area)	0%	Boost for Prevailing Wage	0.0%		0	
Renewables (75% CA/90% area)	0%	Boost for Project Labor Agreement	0.0%		0	
Title 24 + 15%	0%	Boost for Parking beneath Units	0.0%		0	
Post-rehab improvement > 80%	0%	Boost for Childcare	0.0%		0	
Greywater landscaping	0%	Boost for 100% Special Needs	0.0%		0	
Community gardens > 60 s.f.	0%	Boost for elevator service	10.0%		2,363,161	
Natural flooring kitchens	0%	Boost for Type I construction	0.0%		0	
Natural flooring common area	0%	Boost for Type III construction	0.0%		0	
EPA Indoor Air Plus Program met	0%	Subtotal Boost	10.0%			
		Boost for Energy / Resource Efficiency	0.0%		0	
		Toxic/Seismic Abatement Costs	0.0%		0	
		Local Development Impact Fees	0.0%		0	
Subtotal Efficiency (Max 10%)	0%	High Opportunity Area	10%		2,363,161	
		Total Threshold Basis Limit				28,357,827
		Potential Eligible Basis				29,146,904
		Eligible Basis Surplus/(Deficit)				(788,976)

TCAC HIGH COST TEST

	Federal Credit
Total Eligible Basis	29,146,904
Total Adjusted TBL	28,357,827
Percentage of ATBL	102.78%
Amount Over/(Under) 130% Limit (160% Limit for HCD)	(7,718,402)

TCAC POINTS

Lowest Income Points

Rural Project?	N	Percent of Area Median Income (AMI) (30% - 55%)	Percentage of Units to Total Units (before rounding down)	Percent of Income Targeted Units to Total Tax Credit Units (exclusive of mgr units)	Points Earned
8	30	19.67	15	15	22.5
6	40	12.50	10	10	10
22	50	45.83	40	40	20
36					
Total Lowest Income Points (No Cap)					52.5
Total Lowest Income Actual Points					59

Lowest Income Bonus Points

Bedroom Selection	Total Number of Tax Credit Units per Bedroom Size	Number of Targeted Tax Credit Units @ 30% AMI	Percentage of Units to Total Units (by bedroom size)	10% by Unit Type	Minimum Units Required at / below 30% AMI	
3 BR	17	3	0.1765	2.0000	2.0000	Pass
2 BR	16	3	0.1875	2.0000	2.0000	Pass
1 BR	15	2	0.1333	2.0000	1.0000	Pass
Total	48	8				
Total Lowest Income Bonus Points						2

TCAC TIEBREAKER

Leveraged Soft Resources	
Committed Eligible Public Soft Funds	7,550,000 Not of Accrued Interest
Value of Donated Land / Fee Waiver	2,142,660
Value of Committed Rental Subsidy Leveraging	1,430,604
Less: Non Project-Specific Offsite Work	(75,000)
Less: Purchase Price in Excess of Appraisal	0
Residential Percentage of TDC	100.00%
Subtotal Residential Eligible Public Funds + Percentage Large Project Boost	11,048,264
Adjusted Residential Eligible Public Funds	100.00%
Residential Total Costs of Development	33,252,538 Not of Accrued Interest
Ratio of Leveraged Soft Resources / TDC	33.23% and offsets
Requested Unadjusted Eligible Basis	
Requested Unadjusted Eligible Basis	19,606,967
Residential Total Costs of Development	33,252,538 Not of Accrued Interest
Ratio of Basis/TDC	58.96% and offsets
Inverse of Ratio Divided by 2	20.52%
Base Tiebreaker Score	63.74%
High Opportunity Boost	10.00%
Total Tiebreaker Score	63.74%
Tiebreaker at Application	64.58%
	-0.84%

CAPITALIZED OPERATING SUBSIDY VALUE

AMI levels used for TCAC underwriting:		Non-SN 40%	SN 30%			
SUBSIDY #1:	Section 8					
UNIT TYPE	# OF NON-SN SUBSIDY UNITS	40% TCAC RENTS	SUBSIDIZED RENTS	PER UNIT INCREMENTAL 40% RENT	PER UNIT INCREMENTAL 30% RENT	TOTAL INCREMENTAL MONTHLY RENT
1BR	2	804	1,998	1,194	1,395	2,387
2BR	3	965	2,512	1,547	1,788	4,644
3BR	3	1,114	3,041	1,927	2,205	5,781
TOTAL ANNUAL RENT						153,718
(less) VACANCY					5.00%	(7,686)
NET TOTAL RENT						146,032
CAPITALIZED VALUE						
Term (TCAC assumption)			15			
Interest Rate (TCAC assumption)			4.00%			
DCR (TCAC assumption)			1.15			
CAPITALIZED VALUE OF RENTAL SUBSIDY FOR TCAC TIEBREAKER			1,436,604			

Pleasant Grove - Phase 1

15-Year Cash Flow

Assumptions		Version: Construction Closing Draft																
Rent Increase - Residential Tenant Rent																		
Expenses Increase:																		
Reserve Increase:																		
2.00%																		
3.00%																		
0.00%																		

Pleasant Grove - Phase 1

Schedule of Outstanding Debt and Reserves - Book Basis

Credit Period Year:																	Version: Construction Closing Draft					
	(f)	2024	2025	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Century Conventional Perm Loan AMORTIZING PERIOD ONLY																						
Beginning Balance	0	0	0	1,854,000	1,833,446	1,789,978	1,743,165	1,692,748	1,638,448	1,579,888	1,516,986	1,449,155	1,376,101	1,297,423	1,212,687	1,121,428	1,023,142	917,260	803,268	680,509		
Interest Paid (Interest Rate Only)	0	0	0	68,653	134,946	131,599	127,995	124,114	119,933	115,431	110,822	106,350	101,913	97,500	93,112	88,743	84,394	80,056	75,728	71,400		
COMPOUND	0	0	0	89,207	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413		
Ending Balance	0	0	0	1,933,446	1,789,979	1,743,165	1,692,748	1,638,448	1,579,889	1,516,986	1,449,155	1,376,101	1,297,423	1,212,687	1,121,428	1,023,142	917,260	803,268	680,509	548,277		
City of Roseville - LIFT																						
Beginning Balance	6,000,000	6,120,000	6,300,000	6,300,000	6,426,267	6,604,431	6,783,382	6,962,845	7,142,845	7,322,845	7,502,845	7,682,845	7,862,845	8,042,845	8,222,845	8,402,845	8,582,845	8,762,845	8,942,845	9,122,845		
Interest Accrued @ 3.000%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Paid @ 3.000%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Residual Receipts Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	6,000,000	6,120,000	6,300,000	6,300,000	6,426,267	6,604,431	6,783,382	6,962,845	7,142,845	7,322,845	7,502,845	7,682,845	7,862,845	8,042,845	8,222,845	8,402,845	8,582,845	8,762,845	8,942,845	9,122,845		
CONSTRUCT AOB: 100%																						
Beginning Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Accrued @ 1.500%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Paid @ 1.500%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Residual Receipts Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
CONSTRUCT AOB: 100%																						
Beginning Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Accrued @ 1.500%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Paid @ 1.500%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Residual Receipts Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Roseville - PIP Loan																						
Beginning Balance	1,550,000	1,550,000	1,550,000	1,550,000	1,627,500	1,706,145	1,792,343	1,798,735	1,845,235	1,891,735	1,938,235	1,984,735	2,031,235	2,077,735	2,124,235	2,170,735	2,217,235	2,263,735	2,310,235	2,356,735		
Interest Accrued @ 3.000%	0	0	0	0	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500		
Interest Paid @ 3.000%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Residual Receipts Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	1,550,000	1,550,000	1,550,000	1,550,000	1,627,500	1,706,145	1,792,343	1,798,735	1,845,235	1,891,735	1,938,235	1,984,735	2,031,235	2,077,735	2,124,235	2,170,735	2,217,235	2,263,735	2,310,235	2,356,735		
CONSTRUCT AOB: 100%																						
Beginning Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Accrued @ 1.500%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest Paid @ 1.500%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Residual Receipts Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL OUTSTANDING DEBT (BOOK BASIS)																						
Beginning Balance	7,701,000	7,927,500	8,919,832	10,100,554	10,278,771	10,278,771	10,454,328	10,626,528	10,794,548	10,958,968	11,116,735	11,270,181	11,418,003	11,560,767	11,695,008	11,823,223	11,943,870	12,056,366	12,160,089	12,254,357		
LP AMF 1 Accruals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
DDF Accruals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
GP PMF 2 Accruals	0	0	0	0	0	0	0	1,055	4,443	0	10,399	19,189	31,011	46,195	65,000	87,718	114,654	146,126	182,464	224,013		
TOTAL OUTSTANDING DEBT+ACCURALS (BOOK BASIS)																						
Beginning Balance	7,701,000	7,927,500	8,919,832	10,100,554	10,278,771	10,278,771	10,454,328	10,627,584	10,799,591	10,959,981	11,118,904	11,270,183	11,419,003	11,561,767	11,702,728	11,837,876	12,089,986	12,238,832	12,394,102	12,535,469		
RESERVE BALANCES																						
Capitalized Replacement Reserve																						
Beginning Balance	0	0	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	413,531		
Deposit to Reserve	0	0	0	2,250	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050		
Interest on Reserve	0	0	0	46	93	139	209	307	441	619	854	1,159	1,549	2,039	2,634	3,351	4,206	5,211	6,375	7,678		
Withdrawal from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	0	0	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	413,531		
Capitalized Operating Reserve (3 mos.)																						
Beginning Balance	0	0	0	199,720	203,714	207,786	211,844	215,883	220,506	224,517	228,917	233,683	238,693	243,957	249,576	255,546	261,869	268,546	275,576	282,956		
Deposit to Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Interest on Reserve	0	0	0	3,894	4,074	4,156	4,239	4,324	4,410	4,498	4,588	4,680	4,774	4,869	4,961	5,056	5,151	5,246	5,343	5,440		
Withdrawal from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	0	0	0	203,714	207,786	211,844	216,183	220,506	224,917	229,415	234,003	238,683	243,457	248,326	253,293	258,358	263,526	268,796	274,172	279,656		

Pleasant Grove - Phase 1

Schedule of Outstanding Debt - Tax Basis

		Credit Period Year:																	Version: Construction Closing Draft				
		(f) 2024	2025	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	2042		
Century Conventional Perm Loan																							
AMORTIZING PERIOD ONLY																							
Beginning Balance	0	1,854,000	1,833,446	1,789,978	1,743,185	1,692,748	1,638,448	1,579,868	1,516,888	1,449,155	1,376,101	1,297,423	1,213,697	1,121,428	1,023,142	917,200	803,288	680,509	548,277	415,113	282,000		
Interest Paid (Interest Rate Only)	0	68,653	134,446	131,589	127,995	124,114	119,933	115,431	110,582	105,399	99,735	93,677	87,154	80,128	72,561	64,413	55,634	46,161	36,333	25,900	15,000		
Annual P&I	0	89,207	178,413	174,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413		
Ending Balance	0	1,833,446	1,789,978	1,743,185	1,692,748	1,638,448	1,579,868	1,516,888	1,449,155	1,376,101	1,297,423	1,213,697	1,121,428	1,023,142	917,200	803,288	680,509	548,277	415,113	282,000	149,000		
City of Roseville - LUMP																							
Beginning Balance	6,000,000	6,071,509	6,180,950	6,346,799	6,565,746	6,837,795	7,161,316	7,546,938	7,996,635	8,524,788	9,144,442	9,867,773	10,704,945	11,662,845	12,754,343	13,994,585	15,404,885	16,999,097	18,800,279	20,841,513	23,062,729		
Interest Accrued @ 1.785%	71,350	109,341	110,482	111,486	112,457	113,397	114,307	115,187	116,037	116,857	117,647	118,407	119,137	119,837	120,507	121,147	121,757	122,337	122,887	123,407	123,897		
Residual Receipt Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	6,071,509	6,180,950	6,346,799	6,565,746	6,837,795	7,161,316	7,546,938	7,996,635	8,524,788	9,144,442	9,867,773	10,704,945	11,662,845	12,754,343	13,994,585	15,404,885	16,999,097	18,800,279	20,841,513	23,062,729	25,344,000		
CONSTRUCT AOB: 100%																							
City of Roseville - PIP Loan																							
Beginning Balance	1,550,000	1,568,473	1,586,513	1,611,173	1,639,510	1,668,230	1,698,250	1,729,582	1,762,237	1,796,214	1,831,524	1,868,278	1,906,475	1,946,116	1,987,293	2,029,007	2,071,259	2,114,550	2,158,879	2,204,247	2,250,654		
Interest Accrued @ 1.785%	16,473	28,040	28,803	29,310	29,628	30,390	30,992	31,455	32,017	32,589	33,172	33,765	34,368	34,980	35,592	36,204	36,816	37,428	38,039	38,650	39,261		
Residual Receipt Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Mandatory Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Ending Balance	1,566,473	1,596,513	1,611,173	1,639,502	1,668,230	1,698,250	1,729,582	1,762,237	1,796,214	1,831,524	1,868,278	1,906,475	1,946,116	1,987,293	2,029,007	2,071,259	2,114,550	2,158,879	2,204,247	2,250,654	2,297,061		
CONSTRUCT AOB: 100%																							
TOTAL OUTSTANDING DEBT (TAX BASIS)																							
LP AMF 1 Accruals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
DDP Accruals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
GP PMP 2 Accruals	0	0	0	0	0	1,055	4,443	10,398	19,169	31,011	46,195	65,000	87,776	114,654	146,126	182,464	224,013	271,132	328,500	396,217	474,284		
TOTAL OUTSTANDING DEBT-ACCRUALS (TAX BASIS)		7,639,982	7,776,563	7,775,840	9,870,423	9,954,773	10,056,409	10,154,841	10,251,029	10,347,822	10,445,464	10,543,539	10,642,077	10,740,945	10,839,897	10,939,054	11,037,849	11,136,424	11,234,229	11,331,274	11,427,581		

Pleasant Grove - Phase 1

Net Cash Flow Fee Accruals

Credit Period Year:																			Version: Construction Closing Draft					
	(f)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17					
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042					
LP AMF 1																								
Beginning Accrual Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Current Year LP AMF 1	-	-	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035					
Total Payment	-	-	(4,375)	(7,725)	(7,957)	(8,195)	(8,441)	(8,695)	(8,955)	(9,224)	(9,501)	(9,786)	(10,079)	(10,382)	(10,693)	(11,014)	(11,344)	(11,685)	(12,035)					
Ending Accrual Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Potential LP AMF 1:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
7,500	-	-	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035					
DDF																								
Beginning Accrual Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Current Year DDF Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Total Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Ending Accrual Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Potential DDF:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
GP PMF 2																								
Beginning Accrual Balance	-	-	23,333	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504	62,319	64,188					
Current Year GP PMF 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Total Payment	-	-	(23,333)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)	(53,757)	(55,369)	(57,030)	(58,741)	(60,504)	(62,319)	(64,188)					
Ending Accrual Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Potential GP PMF 2:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
40,000	-	-	23,333	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504	62,319	64,188					
TOTAL Cumulative to GP:																								
0	-	-	43,913	71,538	78,865	82,260	83,673	83,883	83,933	83,815	83,520	83,065	82,455	81,497	80,385	79,090	77,530	75,735	73,663					
TOTAL Cumulative to LP:																								
0	-	-	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035					
0	-	-	43,760	77,250	78,568	81,955	84,413	86,946	89,554	92,241	95,008	97,853	100,764	103,818	106,927	110,100	113,444	116,965	120,653					
Excess GP Fees:	-	-	183	288	287	308	0	0	0	0	0	0	0	0	0	0	0	0	0					

SCHEDULE OF RESERVE BALANCES

	Deed Secured? Y
Capitalized Replacement Reserve	
Beginning Balance	0
Deposit to Reserve	2,250
Interest on Reserve	2,173
Withdrawal from Reserve	0
Ending Balance	4,423
Deed Secured? N	0
Capitalized Operations Reserve (3 mos.)	
Beginning Balance	0
Deposit to Reserve	199,720
Interest on Reserve	3,984
Withdrawal from Reserve	0
Ending Balance	203,704

Capital Account Analysis and Tax Liability - Sale Price Equals Debt

UNITED FORTNER	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	30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Pleasant Grove - Phase 1

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Investment Summary - LIHTC Investor

Version: Construction Closing Draft

Assumptions															
Marginal Tax Rate	21.0%														
YEAR	LIMITED PARTNER PAY-INS	AFTER-TAX VALUE OF LOSSES	TOTAL LTD PTR FEDERAL LIHTC	TOTAL LTD PTR CALIFORNIA LIHTC	TOTAL LTD PTR ENERGY CREDITS	TOTAL LTD PTR HISTORIC CREDITS	TAX BENEFIT/ (LIABILITY) UPON SALE	TOTAL LTD PTR TAX BENEFITS	CUMULATIVE RATIO OF BENEFITS TO LTD PTR PAY-INS	Credit Year					
2024	2,167,800	0	0	0	0	0	0	0	0.00	(1)					
2025	11,059,000	187,024	0	0	0	0	0	187,024	0.01	0					
2026	8,451,200	349,038	2,293,786	0	0	0	0	2,642,823	0.13	1					
2027	0	245,384	2,293,786	0	0	0	0	2,539,170	0.25	2					
2028	0	244,854	2,293,786	0	0	0	0	2,538,640	0.36	3					
2029		244,548	2,293,786	0	0	0	0	2,538,333	0.48	4					
2030		243,714	2,293,786	0	0	0	0	2,537,500	0.60	5					
2031		243,288	2,293,786	0	0	0	0	2,537,074	0.72	6					
2032		242,908	2,293,786					2,536,693	0.83	7					
2033		242,465	2,293,786					2,536,250	0.95	8					
2034		241,190	2,293,786					2,534,976	1.07	9					
2035		235,261	2,293,786					2,529,047	1.18	10					
2036		234,071	0					234,071	1.19	11					
2037		233,319	0					233,319	1.21	12					
2038		232,472	0				0	232,472	1.22	13					
2039		231,522	0				0	231,522	1.23	14					
TOTAL	21,678,000	3,878,184	22,937,856	0	0	0	0	27,488,726							

Net Quarterly Benefit Schedule

Version: Construction Closing Draft

LP EQUITY PAY-IN SCHEDULE

	AMOUNT	DATE	THRESHOLD
#1 - LP Admission	2,167,800	05/01/24	Initial Closing / LP Admission
#2 - Completion Payment	10,839,000	10/01/25	Const. Completion
#3 - Lien Free Completion	220,000	12/01/25	Lien Free Completion
#4 - Conversion Payment	8,301,200	06/01/26	Perm Conversion
#5 - Final Payment	150,000	12/01/26	Form 8609
TOTAL LP CONTRIBUTIONS	21,678,000		

NET QUARTERLY BENEFITS

Internal Rate of Return: 4.58%

YEAR	INVESTMENT	TOTAL QUART. BENEFITS	NET QUART. BENEFITS	THRESHOLD
2024	(2,167,800)	0	0	Initial Closing / LP Admission
		0	(2,167,800)	
		0	0	
		0	0	
2025		46,756	46,756	Const Compl + Lien Free
		46,756	46,756	
		46,756	46,756	
		46,756	46,756	
2026	(11,059,000)	46,756	(11,012,244)	Perm Conversion
		660,706	660,706	
	(8,301,200)	660,706	(7,640,494)	
		660,706	660,706	
2027	(150,000)	660,706	510,706	Form 8609
		634,792	634,792	
		634,792	634,792	
		634,792	634,792	
2028		634,792	634,792	
		634,660	634,660	
		634,660	634,660	
		634,660	634,660	
2029	0	634,660	634,660	
	0	634,583	634,583	
	0	634,583	634,583	
	0	634,583	634,583	
2030	0	634,583	634,583	
	0	634,375	634,375	
	0	634,375	634,375	
	0	634,375	634,375	
2031	0	634,375	634,375	
	0	634,268	634,268	
	0	634,268	634,268	
	0	634,268	634,268	
2032	0	634,268	634,268	
		634,173	634,173	
		634,173	634,173	
		634,173	634,173	
2033		634,063	634,063	
		634,063	634,063	
		634,063	634,063	
		634,063	634,063	
2034		633,744	633,744	
		633,744	633,744	
		633,744	633,744	
		633,744	633,744	
2035		632,262	632,262	
		632,262	632,262	
		632,262	632,262	
		632,262	632,262	
2036		58,518	58,518	
		58,518	58,518	
		58,518	58,518	
		58,518	58,518	
2037		58,330	58,330	
		58,330	58,330	
		58,330	58,330	
		58,330	58,330	
2038		58,118	58,118	
		58,118	58,118	
		58,118	58,118	
		58,118	58,118	
2039		57,881	57,881	
		57,881	57,881	
		57,881	57,881	
		57,881	57,881	
2040		224,953	224,953	
		224,953	224,953	
		224,953	224,953	
		224,953	224,953	
2041		0	0	
		0	0	
		0	0	
		0	0	
2042		0	0	
		0	0	
		0	0	
		0	0	
TOTAL	21,678,000	27,488,726	5,810,726	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

1715 Pleasant Grove Boulevard, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2024, by and among Mercy Housing California 101, L.P., a California limited partnership ("Trustor"), _____ Title Company ("Trustee"), and the City of Roseville, a municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the

Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term “Loan Agreement” means that certain Housing Trust Fund Loan Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor Six Million Dollars (\$6,000,000) to assist in the permanent financing of forty-nine (49) rental housing units (including one manager’s unit) on the Property, of which forty-eight (48) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the Loan Agreement.

Section 1.2 The term “Loan Documents” means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term “Note” means the promissory note in the principal amount of Six Million Dollars (\$6,000,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as reviewed and approved by the California Department of Housing and Community Development, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term “Principal” means the amount required to be paid under the Note.

Section 1.5 The term “Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

**ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY**

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to

Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to

receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the

Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the

Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the Loan Agreement). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 3.10 of the Loan Agreement.

**ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST**

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other reasonable professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any

jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice

of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). Notwithstanding the foregoing, Trustor shall have no indemnification obligations under this paragraph with respect to issues and events first arising after the foreclosure of the Property by Beneficiary.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent

jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default (“Events of Default”) following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor’s other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor’s other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor’s limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary’s Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor’s interest in the Security to be sold (“Notice of Sale”), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

**ARTICLE 8:
MISCELLANEOUS**

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

Mercy Housing California 101, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo

with a copy to:

Enterprise Community Opportunity Fund LLLP
c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: Asset Management

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended,

shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

Section 8.16 Underwriting Standards.

Beneficiary attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development.

[Remainder of the page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: 

Its: Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

On February 26, 2024 before me, Maria J. Acuna-Feldman, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard C. Ciraulo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Maria J. Acuna-Feldman
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed of Trust with Assignment

Document Date: _____ Number of Pages: 23

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard C. Ciraulo

☒ Corporate Officer – Title(s): Vice President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: MHCIO, LLC

Mery Housing Calwest

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by **Mercy Housing California 101, L.P., a California limited partnership**(the "Trustor") for the benefit of **the City of Roseville, a municipal corporation** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of **Six Million Dollars (\$6,000,000)** made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Loan Agreement executed by Trustor and Beneficiary (the "Loan Agreement") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the Loan Agreement between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

Mercy Housing California 101, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo

with a copy to:

Investor
c/o
Address
CSZ

with a copy to:

company
Address
CSZ
Attn:

The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

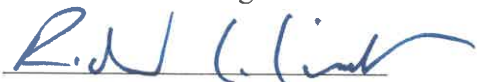
3. Transfers permitted under Section 3.14 of the Loan Agreement shall not constitute a violation of the Loan Documents.
4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of Red Stone A7 III LLC, and that certain regulatory agreement, as amended, in favor of the California Tax Credit Allocation Committee.
5. This Rider may be executed in counterparts.
In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Its: Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

On February 26, 2024 before me, Maria J. Acuna-Feldman, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard C. Ciraulo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Maria J. Acuna-Feldman

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rider to Deed of Trust

Document Date: _____ Number of Pages: 20-23

Signer(s) Other Than Named Above: City of Roseville staff

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard C. Ciraulo

☐ Corporate Officer – Title(s): Vice President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: MHC 101, LLC, MHC 101, LP

Mery Housing Calwest

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

BENEFICIARY

CITY OF ROSEVILLE, a municipal corporation

By:

Dominick Casey
City Manager

ATTEST:

Carmen Avalos
City Clerk

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

EXHIBIT "A-1"
LEGAL DESCRIPTION

Page 1 of 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA BEING PARCEL 1 AS
SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PLEASANT GROVE
APARTMENTS, SUBDIVISION NO. PL23-0037", FILED FOR RECORD
_____, 2024, IN BOOK _____, AT PAGE _____,
PLACER COUNTY RECORDS.

**PROMISSORY NOTE
(Secured By Deed of Trust)**

1715 Pleasant Grove Boulevard, Roseville

\$6,000,000

City of Roseville, California
_____, 2024

FOR VALUE RECEIVED, the undersigned, Mercy Housing California 101, L.P., a California limited partnership (the "Borrower"), hereby promises to pay to the order of the City of Roseville, a municipal corporation (the "City"), 311 Vernon Street, Roseville, California 95678, the principal amount of Six Million Dollars (\$6,000,000), or so much thereof as is disbursed to the Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to ARTICLE 2 below.

ARTICLE 1 Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of Six Million Dollars (\$6,000,000) for the funds loaned to the Borrower by the City for construction and permanent financing of the Development pursuant to the Local Housing Trust Fund Loan Agreement between the Borrower and the City of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

ARTICLE 2 Interest. The principal balance of this Note shall bear three percent (3%) simple interest; provided, however, if a Default occurs, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

ARTICLE 3 Term and Repayment Requirements. The term of this Note shall commence on the date of this Note (the "Effective Date") and shall expire the earlier of (i) fifty-five (55) years from date of issuance of the certificate of occupancy or equivalent certification provided by the City; or (ii) December 31, 2081 (the "Term"). This Note shall be due and payable upon expiration of this Note, unless sooner due or paid as provided herein and as further defined in the Loan Agreement.

ARTICLE 4 No Assumption. Except as permitted in the Loan Agreement, this Note shall not be assumable by the successors and assigns of the Borrower without the prior written consent of the City.

ARTICLE 5 Security. This Note is to be secured by the Deed of Trust of even date, wherein the Borrower is the trustor and the City is the beneficiary.

ARTICLE 6 Terms of Payment. No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, Borrower shall make repayments of the Loan for that prior calendar year equal to fifty percent (50%) of the available amount of Residual Receipts, all as provided in Section 2.7 of the Loan Agreement. "Residual Receipts," with respect to a particular calendar year of the term, means the amount by which Gross Revenue exceeded Annual Operating Expenses, as further defined in the Loan Agreement. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts. In the event that City is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

6.1 All payments on this Note shall be paid to the City at 311 Vernon Street, Roseville, California 95678, or to such other place as the City may from time to time designate by notice pursuant to the Loan Agreement.

6.2 All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the City, incurred in connection with the payment of this Note and the release of any security hereof.

6.3 Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

6.4 This Note is nonrecourse to the Borrower and its partners, pursuant to and except as provided in the Loan Agreement.

6.5 If any payments under this Note are not received by the City within fifteen (15) calendar days after the installment is due, Borrower shall pay to the City a late charge of five percent (5%) of such payment. Such late charge shall be immediately due and payable without demand by the City.

ARTICLE 7 Default.

7.1 Any of the following shall constitute an event of default under this Note:

(a) Any failure to pay, in full, any payment required under this Note when due following written notice by the City of such failure and ten (10) calendar days opportunity to cure;

(b) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note, subject to the notice and cure period set forth in the Loan Agreement;

(c) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or any other instrument securing the obligations of the Borrower under this Note, subject to notice and cure periods, if any, set forth therein.

7.2 Upon the occurrence and continuance of one or more of the foregoing events of default, beyond the applicable cure period, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust, shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

7.3 The City's failure to exercise the remedy set forth in Section 7.2 above or any other remedy provided by law upon the occurrence of one or more events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the City hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the City, except as and to the extent otherwise provided by law.

7.4 Borrower's limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

7.5 During the existence of default or delinquency under the terms of this Note or the Deed of Trust, beyond the applicable cure period, the City is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

ARTICLE 8 Waivers.

8.1 The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

8.2 Any extension of time for payment of this Note or any installment hereof made by agreement of the City with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

8.3 The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

ARTICLE 9 Miscellaneous Provisions.

9.1 All notices to the City or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the City and the Borrower may therein designate.

9.2 The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

9.3 This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note shall be governed by and construed in accordance with the laws of the State of California.

9.5 The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

9.6 This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

9.7 This Note shall be binding upon the Borrower, its successors and assigns.

9.8 If any term, condition or provision of this Note is in conflict with the term, condition or provision of the Loan Agreement, the Deed of Trust, or the Regulatory Agreement, said term, condition or provision of the Loan Agreement, the Deed of Trust, and the Regulatory Agreement shall control to the extent of such conflict.

9.9 If any term of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9.10 Borrower may prepay this Note in full or in part at any time, without any prepayment penalty being charged by the City.

BORROWER:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit
corporation, its sole member/manager

By: 
Its: Vice President

PROHOUSING INCENTIVE PILOT LOAN AGREEMENT

Between

CITY OF ROSEVILLE

and

MERCY HOUSING CALIFORNIA 101, L.P.

1715 PLEASANT GROVE BOULEVARD, ROSEVILLE

**PROHOUSING INCENTIVE PILOT LOAN AGREEMENT
(1715 Pleasant Grove Boulevard, Roseville)**

This Prohousing Incentive Pilot Loan Agreement (the "Agreement") is entered into as of _____, 2024 (the "Effective Date"), by and between the City of Roseville, a municipal corporation (the "CITY," and also referred to as "City," "the City" and "Beneficiary" in the Loan Documents), and Mercy Housing California 101, L.P., a California limited partnership (the "DEVELOPER," and also referred to as "the Borrower," "the Developer," "Owner/Developer" and "Beneficiary" in the Loan Documents), with reference to the following facts:

RECITALS

A. The DEVELOPER intends to construct forty-nine (49) residential rental units including one (1) manager's unit, along with approximately 4,855 square feet of amenity space (the "Development"), of which forty-eight (48) residential rental units (the "Affordable Units") shall be affordable to low, very low and extremely low income households pursuant to the Regulatory Agreement, on property located at 1715 Pleasant Grove Boulevard in the City of Roseville, Placer County, and as more particularly described in Exhibit A attached hereto (collectively, the "Property"). The Property is owned in fee title by the DEVELOPER.

B. In order to make the units in the Development affordable, the DEVELOPER wishes to borrow from the CITY and the CITY wishes to extend to the DEVELOPER a loan of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) (the "Loan") to be used for construction and permanent financing of the Development. The Loan will be evidenced by a promissory note (the "Note") executed by the DEVELOPER in favor of the CITY and secured by a deed of trust recorded against the Property (the "Deed of Trust").

C. The source of the Loan funds is the State of California Housing and Community Development Prohousing Incentive Pilot and not the proceeds of tax-exempt bonds.

D. The Loan is being made to the DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Development and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, the DEVELOPER has agreed to provide the Affordable Units for a fifty-five (55) year period. The CITY and the DEVELOPER will record a regulatory agreement (the "Regulatory Agreement") against the Property to ensure the affordability of the Affordable Units. Separate regulatory agreements between the DEVELOPER and the entities providing the Approved Financing may also be executed to ensure the affordability of the Affordable Units.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Affordable Units" is defined in paragraph B of the Recitals.
- (b) "Agreement" is this Prohousing Incentive Pilot Loan Agreement.
- (c) "Annual Operating Expenses" is defined in Section 2.8(c) below.
- (d) "Approved Financing" shall mean all of the following loans and equity (item (i) referred to as the "Approved Construction Financing" and items (ii)-(iii) referred to as the "Approved Permanent Financing") obtained by the DEVELOPER for the Development in addition to the Loan:
 - (i) Construction Loan made by Capital One, National Association(Senior Lender)
 - (ii) Permanent Loan made by Century Housing Corporation, which is a Senior Loan
 - (iii) City Local Housing Trust Fund Loan
 - (iv) Limited Partner capital contributions
 - (v) Deferred Development Fee; and
 - (vi) General Partner capital contribution of land
- (e) "Approved Project Budget" is the pro forma acquisition and construction budget for the Development, including sources and uses of funds, as approved by the CITY, and attached as Exhibit B.
- (f) "City" is defined in the first paragraph of this Agreement.
- (g) "Construction Component" defined in Section 2.1(a) below.

(h) "County" means the County of Placer, a political subdivision of the State of California.

(i) "DEVELOPER" is defined in the first paragraph of this Agreement.

(j) "Deed of Trust" is the deed of trust of even date herewith, among the DEVELOPER, as trustor, Placer Title Company, as trustee, and the CITY, as beneficiary, that will encumber the Development to secure repayment of the Loan and performance of all covenants of the Loan Documents.

(k) "Default" is defined in Section 6.1 below.

(l) "Default Rate" is defined in Section 2.2(b).

(m) "Development" is defined in paragraph B of the Recitals.

(n) "DIR" is defined in Section 3.3(c) below.

(o) "Effective Date" is defined in the first paragraph of this Agreement.

(p) "Gross Revenue" is defined in Section 2.8(c) below.

(q) "Hazardous Materials" is defined in Section 3.09(a) below.

(r) "Hazardous Materials Claim" is defined in Section 3.09(b) below.

(s) "Hazardous Materials Law" is defined in Section 3.09(b) below.

(t) "Limited Partner" is Enterprise Community Opportunity Fund LLLP, a Maryland limited liability limited partnership.

(u) "Loan" is defined in paragraph C of the Recitals.

(v) "Loan Documents" are this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(w) Intentionally omitted.

(x) "Note" is the promissory note of even date herewith between the DEVELOPER and the CITY evidencing the DEVELOPER's obligation to repay the Loan.

(y) "Parties" are the CITY and the DEVELOPER.

(z) "Property" is defined in paragraph B of the Recitals.

(aa) "Regulatory Agreement" is defined in paragraph D of the Recitals.

- (bb) "Residual Receipts" are defined in Section 2.7(c) below.
- (cc) "Senior Lender" is a lender of a Senior Loan.
- (dd) "Senior Loan" is defined in Section 2.5 below.
- (ee) "Term" is defined in Section 2.7(a) below.
- (ff) "Transfer" is defined in Section 3.14(a) below.
- (gg) "Unit" means one of the forty-nine (49) rental housing units (including one manager's Unit) to be constructed on the Property.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property

Exhibit B: Approved Project Budget

ARTICLE 2. LOAN PROVISIONS

Section 2.1 Loan and Applications for Additional Financing.

(a) The CITY shall loan to the DEVELOPER the Loan in the principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note.

Section 2.2 Interest.

(a) Interest. Subject to subsection (b) below, simple interest shall accrue on the outstanding principal balance of the Loan at a rate of three percent (3%) per annum.

(b) Default Interest. Upon the occurrence and continuance of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

Section 2.3 Use of Loan Funds. The DEVELOPER shall use the Loan funds to fund construction of the Development and subsequent permanent financing of the Development in a manner consistent with the Approved Financing and Approved Project Budget, and as reviewed and approved by the California Department of Housing and Community Development. The DEVELOPER shall not use the Loan for any other purposes without the prior written consent of the CITY.

Section 2.4 Security. The DEVELOPER shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and recording it as a lien against the Property senior in lien priority to all other deeds of trust recorded against the Property except as provided in Section 2.5 below. The DEVELOPER shall also cause or permit the Regulatory Agreement to be recorded against the Property in a position superior to all other deeds of trust recorded against the Property, except as provided in Section 2.5 below.

Section 2.5 Subordination.

The Loan Documents shall be subordinated to the Construction Loan and Permanent Loan (in each case, a "Senior Loan") and to the loan documents evidencing and securing the Senior Loan. The CITY may subordinate to any other loans or affordability covenants as approved by the CITY in its reasonable discretion. The Loan Documents will be of co-equal priority with the loan documents related to the City of Roseville LHTF loan.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

(a) Maximum Disbursement. The maximum amount of funds to be disbursed pursuant to this Section 2.6 shall not exceed the amount of the Loan.

(b) Conditions Precedent to Disbursement of the Loan. The CITY shall not be obligated to make any disbursements of the Loan or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied prior to each such disbursement of Loan funds:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(ii) The DEVELOPER has delivered to the CITY a copy of a corporate resolution authorizing the DEVELOPER's execution of the Loan Documents;

(iii) Intentionally deleted

(iv) The DEVELOPER has delivered to the CITY a certificate of good standing dated within thirty (30) calendar days of the Effective Date;

(v) The DEVELOPER has furnished the CITY with evidence of the insurance coverage meeting the requirements of Section 3.15 below;

(vi) The DEVELOPER has caused to be executed and delivered to the CITY all Loan Documents and any other instruments and policies required under the Loan Documents;

(vii) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the County's Office of the Recorder concurrently with the close of escrow;

(viii) A title insurer reasonably acceptable to the CITY is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions listed on Schedule B to such Lender's Policy or as may be reasonably acceptable to the CITY (collectively, the "Permitted Encumbrances", and containing such endorsements as the CITY may reasonably require. The DEVELOPER shall provide whatever documentation (including an indemnification

agreement), deposits or surety is reasonably required by the title company in order for the CITY's Deed of Trust to be senior in lien priority to any other liens, except approved Senior Loans and other liens approved in writing by CITY;

(ix) The DEVELOPER is in possession of all City zoning and land use approvals required to construct the Development and has provided the CITY with evidence of such approvals;

(x) Intentionally deleted.

(xi) The DEVELOPER has provided to CITY and CITY has approved the Approved Project Budget as set forth in Section 1.1(e) above.

(c) Intentionally deleted.

(d) Intentionally deleted.

Section 2.7 Repayment Schedule.

The Loan shall be repaid as follows:

(a) The Loan and this Agreement shall have a term that commences on the Effective Date and expires on the earlier of: (i) fifty-five (55) years from the date of issuance of the certificate of occupancy or equivalent certification provided by the CITY; or (ii) December 31, 2081 (the "Term").

(b) No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, the DEVELOPER shall make repayments of the Loan for that prior calendar year based on fifty percent (50%) of the available amount of Residual Receipts (as defined below in subsection (c)(iii)). These payments shall be credited first against accrued interest and then against outstanding principal of the Loan, and shall be accompanied by the DEVELOPER's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Gross Revenue and Annual Operating Expenses). The DEVELOPER shall provide the CITY with any documentation reasonably requested by the CITY to substantiate the DEVELOPER's determination of Residual Receipts. If the repayments are not received by the CITY within fifteen (15) calendar days after the installment is due, DEVELOPER shall pay to the CITY a late charge of five percent (5%) of such installment. Such late charge shall be immediately due and payable without demand by the CITY.

(c) The following definitions shall apply for purposes of Section 2.8(b):

(i) "Annual Operating Expenses", with respect to a particular calendar year during the Term, means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments

imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans that are part of the Approved Financing; property management fees and reimbursements, excluding incentive management fees, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the CITY; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in the amount required by Senior Lenders or DEVELOPER's investor limited partner; cash deposited into an operating reserve for the Development in an amount required by Senior Lenders or DEVELOPER's investor limited partner; extraordinary operating costs specifically approved by the CITY; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves; general partner asset management fees not-to-exceed Thirty Five Thousand Dollars (\$35,000) in the first year and subject to annual increases at three percent (3%); limited partner asset management fees not-to-exceed Eight Thousand Five Hundred Dollars (\$8,500) in the first year and subject to annual increases at three percent (3%); the cost of social services; any tax credit adjuster payments; payment of investor limited partner tax liability; repayment of any completion or operating loans made to the Developer; deferred developer fees; and other ordinary and reasonable operating expenses approved by the CITY and not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(ii) "Gross Revenue," with respect to a particular calendar year during the Term, means all revenue, income, receipts, and other consideration actually received by DEVELOPER from operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds) and not payable to the Senior Lenders; and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include any rental income received from the Development's commercial space, tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) "Residual Receipts", with respect to a particular calendar year during the Term, means the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above).

(d) In connection with the annual payments required by Section 2.8(b), within one hundred twenty (120) calendar days of the end of the calendar year, the DEVELOPER shall furnish to the CITY an audited statement duly certified by an independent firm of certified public accountants, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(e) The DEVELOPER shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the CITY's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's calculation of Residual Receipts. Books, records and accounts relating to the DEVELOPER's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the CITY, its auditors or other CITY authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the DEVELOPER may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the CITY at the place that the books, records and accounts of the DEVELOPER are kept. The DEVELOPER shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered.

(f) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, or (ii) the expiration of the Term.

(g) The CITY and the DEVELOPER shall have the right, but not the obligation, to extend the period for repayment of the Loan if desirable to serve the purposes of this Agreement.

(h) The DEVELOPER shall have the right to prepay the Loan at any time without penalty. However, the Regulatory Agreement shall remain in effect for the entire Term.

Section 2.8 Non-Recourse.

Except as provided below, the DEVELOPER and its partners shall not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of the DEVELOPER under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the CITY with respect to the principal of, and interest on, the Note and defaults by the DEVELOPER in the performance of its covenants under the Deed of Trust shall be to the property described

in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the CITY thereunder, or (b) be deemed in any way to impair the right of the CITY to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the DEVELOPER's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the DEVELOPER of its obligation to indemnify the CITY under Section 7.5 of this Agreement, for liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the DEVELOPER other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3. LOAN REQUIREMENTS

Section 3.1 Construction Reporting.

During construction of the Development, DEVELOPER shall provide to the CITY, on a monthly basis, copies of construction inspection reports and draw reports provided to construction lenders, at the same time as those reports are provided to construction lenders and regardless of whether the CITY is at the time being requested to make construction disbursements.

Section 3.2 Completion of Construction.

DEVELOPER shall diligently prosecute construction of the Development to completion, and shall cause the completion of the Development no later than required by the California Tax Credit Allocation Committee placed-in-service deadline associated with the Approved Financing, or such later date as the CITY may approve.

Section 3.3 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) DEVELOPER shall construct the Development in conformance with the Approved Financing and Approved Project Budget and consistent with the plans and specifications utilized to obtain City permits. DEVELOPER shall notify the CITY in a timely manner of any changes in the work required to be performed under this Agreement,

including any additions, changes, or deletions to the plans and specifications approved by the City.

(b) DEVELOPER shall cause all construction work to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as further set forth in subsection (c) below; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and DEVELOPER shall be responsible to the CITY for the procurement and maintenance thereof, as may be required of DEVELOPER and all entities engaged in work on the construction.

(c) This Agreement has been prepared with the intention that CITY assistance under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds; provided, however, that nothing in this Agreement constitutes a representation or warranty by any party regarding the applicability of the provisions of Labor Code Section 1720 et seq., and the hiring of apprentices pursuant to Labor Code Sections 1777.5 et seq., to the Approved Financing. If applicable to the Approved Financing or Approved Project Budget, the DEVELOPER shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the construction of the Development, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations ("DIR"). The DEVELOPER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the DEVELOPER, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.4 Mechanics Liens, Stop Payment Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop payment notice affecting the Loan is served on the CITY or any other lender or other third party in connection with the Development, then DEVELOPER shall, within thirty (30) calendar days after such filing or service, either pay and fully discharge the lien or stop payment notice, effect the release of such lien or stop payment notice by delivering to the CITY a

surety bond in sufficient form and amount, or provide the CITY with other assurance satisfactory to the CITY that the claim of lien or stop payment notice will be paid or discharged.

(b) If DEVELOPER fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the CITY may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at DEVELOPER'S expense. Alternately, the CITY may require DEVELOPER to immediately deposit with the CITY the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The CITY may use such deposit to satisfy any claim or lien that is adversely determined against DEVELOPER.

(c) DEVELOPER shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development and take all other reasonable steps to forestall the assertion of claims of lien against the Property. DEVELOPER authorizes the CITY, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the CITY deems necessary or desirable to protect its interest in the Property.

Section 3.5 Inspections.

DEVELOPER shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the construction by the CITY and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.6 Equal Opportunity.

During construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.7 Information and Annual Reporting.

(a) The DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Development in connection with the DEVELOPER's use of the Loan funds. In particular, the DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Development's rent and occupancy levels, as well as the annual operating budget. Without limitation, the DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the Effective Date, hardcopies and PDF copies of the following documents:

(i) insurance certificates detailing all coverage required under Section 3.15 below;

(ii) evidence of payment of property taxes or property tax exemption for the Development, as applicable;

(iii) audited financial statements for the Development and DEVELOPER; and

(iv) 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, and (iv) the date tenancy commenced for each Affordable Unit;

(b) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports on some or all of the Affordable 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 is not in default under this Agreement.

Section 3.8 Records. The DEVELOPER shall keep and maintain at the Development, or elsewhere with the CITY's written consent, full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's compliance with the terms and provisions of this Agreement. All such books, records, and accounts shall be open to and available for audit, inspection and copying by the CITY, their auditors or other authorized representatives at reasonable intervals during normal business hours. The DEVELOPER shall preserve such records for a period of not less than five (5) years after the creation of such records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

Section 3.9 Hazardous Materials.

(a) The DEVELOPER shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. The DEVELOPER shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) The DEVELOPER shall immediately advise the CITY in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the DEVELOPER or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against the DEVELOPER or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) the DEVELOPER's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The CITY shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the DEVELOPER. The DEVELOPER shall defend, indemnify and hold harmless the CITY and its councilmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the CITY in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to defend and indemnify shall survive termination of this Agreement. Notwithstanding the foregoing, the DEVELOPER shall have no indemnification obligations under this Section 3.9(c) with respect to issues and events first arising after the foreclosure of the Property by the CITY.

(d) Without the CITY's prior written consent, which shall not be unreasonably withheld, the DEVELOPER shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any

Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the CITY's reasonable judgment, impair the value of the CITY's security hereunder; provided, however, that the CITY's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the CITY's consent before taking such action, provided that in such event the DEVELOPER shall notify the CITY as soon as practicable of any action so taken. The CITY agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) the DEVELOPER will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the DEVELOPER establishes to the reasonable satisfaction of the CITY that there is no reasonable alternative to such remedial action which would result in less impairment of the CITY's security hereunder; or (iv) the action has been agreed to by the CITY.

(e) The DEVELOPER hereby acknowledges and agrees that (i) this Section is intended as the CITY's written request for information (and the DEVELOPER's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the CITY's or the trustee's rights and remedies under the Deed of Trust, the CITY may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the DEVELOPER to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining the CITY's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the DEVELOPER shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the DEVELOPER knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the CITY in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the

maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the CITY upon its demand made at any time following the conclusion of such action.

Section 3.10 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, the DEVELOPER shall maintain the Development and the Property in good repair, reasonable wear and tear excepted, and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the DEVELOPER has not cured such condition within thirty (30) calendar days after receiving a CITY notice of such a condition, or within ninety (90) calendar days after receiving a CITY notice of such a condition in the case of a condition that cannot be reasonably remedied in thirty (30) calendar days, then in addition to any other rights available to the CITY, the CITY shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) 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.

Section 3.11 Fees and Taxes. The DEVELOPER shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent owned by the DEVELOPER, and shall pay such charges prior to delinquency. However, the DEVELOPER shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the CITY, the DEVELOPER deposits with the CITY any funds or other forms of assurance that the CITY in good faith from time to time determines appropriate to protect the CITY from the consequences of the contest being unsuccessful.

Section 3.12 Notice of Litigation.

The DEVELOPER shall promptly notify the CITY in writing of any litigation which has the potential to materially affect the DEVELOPER or the Property or the Development and of any claims or disputes that involve a material risk of such litigation.

Section 3.13 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 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, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS) 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, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, 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 7285.0, 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 Agreement subcontracts to DEVELOPER services or works required of CITY by the State of California pursuant to agreement between 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 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this 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 Development, 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 Development.

(c) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section

51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (a).

(d) The DEVELOPER shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

(e) The requirements in this Section shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.14 Transfer.

(a) For purposes of this Agreement, "Transfer" is any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any of DEVELOPER'S rights and/or duties under this Agreement, and/or (ii) any ownership interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the DEVELOPER retains title. "Transfer" shall exclude the leasing of any single unit in the Development to an occupant, the granting of security interest in connection with the Approved Financing, and the transfer of an easement interest in the Property for utility purposes. The limitations on DEVELOPER's right of Transfer contained in this Section 3.14 also shall not apply to:

(i) 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;

(ii) the transfer of limited partner interests in DEVELOPER,

(iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER or a general partner of DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with DEVELOPER or a general partner of DEVELOPER if such transfer will maintain the property tax exemption for the Property);

(v) any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of the original principal amount of such senior indebtedness, unless the additional indebtedness is used to pay the entire unpaid principal balance of the California Department of Housing and Community Development (HCD) Loan.

- (vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;
- (vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;
- (viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or
- (ix) transfer of the Project or partnership interests in DEVELOPER to a general partner of DEVELOPER at the end of the fifteen year Tax Credit initial compliance period;
- (x) any mortgage, deed of trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deed of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development

The City Manager or his/her designee is authorized to execute assignment and assumption agreements on behalf of the CITY to implement any approved Transfer.

(b) CITY is entering into this Agreement based on the experience, skill, and ability to perform of DEVELOPER. The DEVELOPER recognizes that its qualifications and identity are of particular concern to the CITY, in view of: (i) the importance of affordable housing to the general welfare of the community; (ii) the reliance by the CITY upon the unique qualifications and ability of the DEVELOPER to ensure the quality of the affordability, use, operation, and maintenance of the Development; (iii) the requirement that the Development be used for affordable housing; and (iv) DEVELOPER's representation that the Development is not to be acquired or used for speculation, but only for operation by the DEVELOPER in accordance with the Regulatory Agreement.

(c) No Transfer not specifically authorized in this Section 3.14 shall be permitted without the prior written consent of the CITY, which the CITY may withhold in its reasonable discretion. The Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the CITY.

(d) Intentionally deleted.

Section 3.15 Insurance Requirements.

(a) The DEVELOPER shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (occurrence form CG-0001).

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the CITY, naming the CITY as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

The DEVELOPER shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with the DEVELOPER or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (b), (c), and (d) below, including, without limitation, the requirement of subsection (c). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the CITY, its officers, officials, agents, employees and volunteers.

(b) The required insurance shall be provided under an occurrence form, and the DEVELOPER shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs shall be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII.

(c) Certificates. All insurance coverages referenced in subparagraph (a) above, shall be evidenced by one or more certificates of coverage or, with the consent of the CITY, demonstrated by other evidence of coverage acceptable to the CITY, which shall be filed by DEVELOPER and approved by the CITY prior to disbursement of the Loan. Such certificates shall be kept current during the term of this Agreement; shall

provide that CITY shall be given no less than thirty (30) calendar days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) calendar days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in subparagraph (a)(ii) of this Section, and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subparagraph (a)(iii) of this Section, DEVELOPER shall also file with the CITY evidence of coverage an endorsement from the insurance provider naming CITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DEVELOPER not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of CITY shall pertain only to liability for activities of DEVELOPER under this Agreement, and that the insurance provided is primary coverage to CITY with respect to any insurance or self-insurance programs maintained by CITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the CITY, DEVELOPER shall provide or arrange for the insurer to provide within thirty (30) calendar days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, the CITY, which approval shall not be denied unless the CITY determines that the deductibles or self-insured retentions are unreasonably large in relation to the Loan and the Development and the risks of liability associated with the activities required of DEVELOPER by this Agreement. At the option of and upon request by the CITY if the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects CITY, its officers, employees, agents and volunteers or DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 4.

AFFORDABLE HOUSING REQUIREMENTS

Section 4.1 Affordability Restrictions.

In consideration for the Loan to be provided to the DEVELOPER on below-market terms, the DEVELOPER hereby agrees that forty-eight (48) Units shall be affordable to low, very low and extremely low income tenants for fifty-five (55) years as further specified

in the Regulatory Agreement between the DEVELOPER and CITY and other regulatory agreements between the DEVELOPER and providers of the Approved Financing. The DEVELOPER shall record against the Property, prior to the disbursement of any Loan funds, the Regulatory Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 5.1 Representations and Warranties.

The DEVELOPER hereby represents and warrants to the CITY as follows:

(a) Organization. The DEVELOPER is a duly organized California limited partnership, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of the DEVELOPER. The DEVELOPER has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the DEVELOPER, and all actions required under the DEVELOPER's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the DEVELOPER enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree

or order of any court, board, commission or agency whatsoever binding on the DEVELOPER, or any provision of the organizational documents of the DEVELOPER, or will conflict with or constitute a breach of or a default under any agreement to which the DEVELOPER is a party, or will result in the creation or imposition of any lien upon any assets or property of the DEVELOPER, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction and operation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of officers of any government or agency.

(g) Pending Proceedings. The DEVELOPER is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the DEVELOPER, threatened against or affecting the DEVELOPER or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the DEVELOPER, materially affect the DEVELOPER's ability to repay the Loan or impair the security to be given to the CITY pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, the DEVELOPER will have acquired the Property in fee, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the CITY or for the Approved Financing, except for Permitted Encumbrances and liens approved in writing by the CITY.

(i) Financial Statements. The financial statements of the DEVELOPER and other financial data and information furnished by the DEVELOPER to the CITY fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the DEVELOPER from that shown by such financial statements and other data and information.

(j) Taxes. The DEVELOPER has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon the DEVELOPER or the DEVELOPER's income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the DEVELOPER that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the DEVELOPER, taken as a whole, which would be expected to result in a material impairment of the ability of the DEVELOPER to perform under any Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the DEVELOPER of any Loan Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall constitute a "Default" by the DEVELOPER under this Agreement:

(a) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) calendar days after receipt of written notice from the CITY that such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by the DEVELOPER to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the CITY to the DEVELOPER or, if the breach cannot be cured within thirty (30) calendar days, the DEVELOPER shall not be in breach so long as the DEVELOPER is diligently undertaking to cure such breach; provided, however, that if a different period or notice requirement is specified under any other Section of this Article 6, the specific provisions shall control.

(c) Intentionally Omitted.

(d) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the DEVELOPER to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the DEVELOPER or seeking any arrangement for the DEVELOPER under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the DEVELOPER in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of the DEVELOPER, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) calendar days; or the DEVELOPER shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(e) Assignment; Attachment. The DEVELOPER shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(f) Suspension; Termination. The DEVELOPER shall have voluntarily suspended its business or, shall have been dissolved or terminated.

(g) Liens on Property and the Development. There shall be filed any claim of lien (other than Permitted Encumbrances or liens in connection with the Approved Financing, and liens approved in writing by the CITY) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) calendar days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the CITY.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the CITY.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 3.14.

(j) Representation or Warranty Incorrect. Any DEVELOPER representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the CITY in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made or when later due to be performed.

Section 6.2 Remedies.

Notwithstanding anything to the contrary in any of the Loan Documents, any partners of the DEVELOPER shall have the right but not the obligation to cure any Default. The Limited Partner of DEVELOPER shall be given a duplicate notice of any Default at the address set forth in Section 7.9 of this Agreement. The CITY agrees that any cure of a Default by any partners of the DEVELOPER shall be deemed to be a cure by the DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the DEVELOPER. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the CITY or automatically where so specified, relieve the CITY of any obligation to make or continue the Loan and shall give the CITY the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The CITY shall have the right to cause all indebtedness of the DEVELOPER to the CITY under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The DEVELOPER waives all right to presentment, demand, protest or notice of protest or dishonor. The CITY may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the CITY as a creditor and secured party under the law, including the Uniform Commercial Code, and including foreclosure under the Deed of Trust.

(b) Specific Performance. The CITY shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the DEVELOPER to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at the DEVELOPER's Expense. The CITY shall have the right (but not the obligation) to cure any monetary default by the DEVELOPER under a loan other than the Loan. The DEVELOPER agrees to reimburse the CITY for any funds advanced by the CITY to cure a monetary default by the DEVELOPER upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and the Default Rate from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

The DEVELOPER shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the CITY or the rights of the CITY hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the CITY by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the CITY by the terms of any such instrument, or by any statute or otherwise against the DEVELOPER and any other person. Neither the failure nor any delay on the part of the CITY to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the CITY and the DEVELOPER or its agents, employees or contractors, and the DEVELOPER shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The DEVELOPER has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the acquisition, construction, and operation of the Development, the DEVELOPER shall be

solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The DEVELOPER shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the CITY by any person that the DEVELOPER may have employed or with whom the DEVELOPER may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and the DEVELOPER shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties. The City Manager is authorized to execute on behalf of the CITY amendments to the Loan Documents or amended and restated Loan Documents so long as the City Council first approves any material change in the amount or terms of this Agreement or in the amounts or terms of financing provided by other parties for the Development, requiring conforming amendments to the Loan Documents. In the event of amendments to the Loan Documents, CITY shall submit copies of all trust fund loan guidelines and underwriting standards and procedures for review and approval by the California Department of Housing and Community Development.

Section 7.4 Loan Documents.

In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply.

Section 7.5 Indemnification.

(a) To the full extent permitted by law, the DEVELOPER shall indemnify, defend at its own expense, and hold the CITY and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the CITY or Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to

disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, the reconveyance of the Deed of Trust, and any release of part or all of the Property from the burdens of this Agreement. 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.

Section 7.6 Non-Liability of CITY Officials, Employees and Agents.

No official, employee or agent of the CITY shall be personally liable to the DEVELOPER in the event of any default or breach by the CITY or for any amount which may become due to the DEVELOPER or its successor or on any obligation under the terms of this Agreement.

Section 7.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The DEVELOPER shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the CITY, or any person related within the third (3rd) degree of such person.

(c) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the DEVELOPER, or immediate family member of any of the preceding, shall make or participate in a decision, made by the CITY or a CITY council, board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the DEVELOPER. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act,

Government Code Section 87100 et seq., its implementing regulations manual and codes, and Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

DEVELOPER: Mercy Housing California 101, L.P.

c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo
with a copy to:

with a copy to:

Enterprise Community Opportunity Fund LLLP
c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: Asset Management

CITY: City of Roseville
311 Vernon Street
Roseville, California 95678
Attn: City Manager

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Any notice sent to DEVELOPER will also be sent to DEVELOPER'S limited partner.

Section 7.10 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Venue shall be Placer County.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind the DEVELOPER and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the CITY and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or defaults are due to war, terrorism, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) calendar days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. In no event shall the CITY be required to agree to cumulative delays in excess of one hundred eighty (180) calendar days.

Section 7.15 CITY Approval.

The CITY has authorized the City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of the DEVELOPER defaults under the Loan Documents. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 7.16 Waivers.

Any waiver by the CITY of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the CITY to take action on any breach or default of the DEVELOPER or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the DEVELOPER to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the CITY to any act or omission by the DEVELOPER shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan. If there is any conflict between this Agreement and any other Loan Documents, the most restrictive provisions shall control.

Section 7.19 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.20 Signage.

As required by the California Department of Housing and Community Development as a condition of the Prohousing Incentive Pilot program, during the construction period, if DEVELOPER elects to place a sign or signs identifying the Development that is visible to the public, Borrower shall include the following language on the sign, "Funding provided by the Prohousing Incentive Pilot program and the California Department of Housing and Community Development." If the Borrower does not elect to place a sign on the Property identifying the Development, the California Department of Housing and Community Development may place one or more signs on the Property stating that it is providing financing for the Development.

Section 7.21 Inspection.

The California Department of Housing and Community Development reserves the right to inspect any site upon which the work is being performed on the Development; and the contractor shall cause to be inserted in any subcontract for performance of the work a provision permitting the California Department of Housing and Community Development or its agents the right to inspect the work site at any reasonable time.

[Signatures on following page.]

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

DEVELOPER:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit
corporation,
its sole member/manager

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

EXHIBIT “A-1”
LEGAL DESCRIPTION

Page 1 of 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA BEING PARCEL 1 AS
SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED “PLEASANT GROVE
APARTMENTS, SUBDIVISION NO. PL23-0037”, FILED FOR RECORD
_____, 2024, IN BOOK _____, AT PAGE -----,
PLACER COUNTY RECORDS.

EXHIBIT B
APPROVED PROJECT BUDGET

Prepared For:	Mercy Housing California
Prepared By:	California Housing Partnership Corporation
Version:	Construction Closing Draft
Revised:	2/14/2024
Filename:	Pleasant Grove Phase 1 7.02 Construction Closing 021424.xlsm

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SOURCES OF FUNDS - PERMANENT

		Variance to v.6.03 Offer Set 12.11.23			TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS	
	AMOUNT	AMOUNT	Variance						
Century Conventional Perm Loan	1,854,000	2,233,000	(379,000)	7.440%		20.0	Total Permanent Debt: 1,854,000		
City of Roseville - LHTF	6,000,000	6,000,000	0	3.000%	1.788%	55.0	Term - 20 (yrs.)		
Accrued Deferred Interest - City of Rosi	227,506	227,506	0				Per Unit: 122,449		
City of Roseville - PIP Loan	1,550,000	1,550,000	0	3.000%	1.788%	55.0	Per Unit: 31,633		
Accrued Deferred Interest - City of Rosi	58,772	58,772	0						
Donated Land	2,142,660	2,142,660	0						
Capital Contributions			0						
GP Capital - Sponsor	100	100	0						
Limited Partners	21,678,000	21,678,000	0				Fed LIHTC: \$0.95 State LIHTC: \$0.88		
TOTAL SOURCES	33,511,038	33,890,038	(379,000)						
Surplus/(Shortfall)	0	0							
Synd Costs	183,500								
Net Equity for TCAC	21,494,500								
TDC less Synd Costs	33,327,538								
PERMANENT LOAN INTEREST RATE		TRANCHE A		TRANCHE B		INVESTOR EQUITY STACK		OTHER ASSUMPTIONS	
Index Type:	10Y T			10Y T					
Current Index:	4.170%			4.170%					
Spread:	2.670%			2.670%					
Base Rate	6.840%			6.840%					
Cushion	0.150%			0.150%					
Issuer	0.000%			0.000%					
Trustee	0.000%			0.000%					
Total	7.440%			6.990%					
						LIHTC Equity (Federal+State)	21,678,000	Current AFR:	1.98%
						Subtotal LP Equity	21,678,000	Total U/W AFR:	1.98%

SOURCES OF FUNDS - CONSTRUCTION

		Variance to v.6.03 Offer Set 12.11.23			INTEREST RATE	TERM (Mos.)	COMMENTS	
	AMOUNT	AMOUNT	Variance					
Conventional Construction Loan	20,039,390	20,430,716	(391,326)	8.070%	25			
City of Roseville - LHTF	6,000,000	6,000,000	0	3.000%	25			
Accrued Deferred Interest - City of Rosi	227,506	227,506	0					
City of Roseville - PIP Loan	1,550,000	1,550,000	0	3.000%	25			
Accrued Deferred Interest - City of Rosi	58,772	58,772	0					
Donated Land	2,142,660	2,142,660	0					
Costs Deferred Until Conversion	1,324,810	1,312,484	12,326				See page 2 - right column	
Capital Contributions								
GP Capital - Sponsor	100	100	0					
Limited Partners*	2,167,800	2,167,800	0				Total Equity During Const. 2,167,800 10.00%	
TOTAL SOURCES	33,511,038	33,890,038	(379,000)					
Surplus/(Shortfall)	0	0						
Sources Less Deferred To Conversion:	32,186,228							
Syndication Costs	183,500							
Net Equity for TCAC	1,984,300							
CONSTRUCTION LOAN INTEREST RATE				CONSTRUCTION LOAN VALUATION		TAX-EXEMPT BOND DATA		
Index Type:	Term SOFR			Restricted NOI	232,023	50% Test (see Page 7):	N/A	
Current Index:	5.32%			OAR	5.00%	Issuer Inducement:	TBD	
Spread:	1.75%			FMV per NOI	4,640,460	CDLAC Allocation:	TBD	
Base Interest Rate (not including cushi	7.07%			Agg. Credit Value @ 0.9449	21,676,274	Percent of CDLAC Allocation U	0.00%	
Cushion - Total	1.00%			Perm-Only Soft Debt	0	Const-only portion:	18,185,390	
Interest Rate (All-In)	8.07%			Total Value	26,316,734	CDLAC Per-Unit Limit	N/A	
				LTV:	85.00%	CDLAC 55% Limit	N/A	
				Max. Const. Loan Amount	22,369,224	50% Test Target	55.00%	
				Commitment Amount	TBD	Target Limit	N/A	

Uses of Funds						Version: Construction Closing Draft					

	Variance to v.6.03 Offer Set			Res Cost:	100.00%	COST ALLOCATIONS					LIHTC ELIGIBLE BASIS		OTHER ALLOCATIONS	
				Res Sq Foot:	100.00%	Assuming 266 Election? No								
						Depreciable							Deferred to	Land/Basis
						Non-	Residential	Non-Resid.	Expensed	Amortized	Constr./	Acquisition	Completion or	for
	TOTAL	TOTAL	Variance	Per Unit	Total	Depreciable					Rehab		Perm Conv.	50% Test
ACQUISITION COSTS														
Total Purchase Price - Real Estate:														
2,142,660														
Land - Pleasant Grove	2,142,660	2,142,660	0	43,728	2,142,660	2,142,660							0	2,142,660
Title/Recording/Escrow - Acquisition	18,663	18,663	0	381	18,663	18,663	0	0				0	0	18,663
Land Holding Costs	400,000	400,000	0	8,163	400,000	400,000					0		0	400,000
Off-Site Improvements	75,000	75,000	0	1,531	75,000	0	75,000	0			75,000		0	75,000
HARD COSTS														
Total Construction Contract:														
19,836,070														
20,827,874														
NEW CONSTRUCTION														
Hard Costs-Unit Construction	11,594,936	13,453,000	(1,858,064)	236,631	11,594,936		11,594,936	0			11,594,936		0	11,594,936
Site Improvements/Landscape	4,480,263	4,226,000	254,263	91,434	4,480,263	4,480,263	0				4,480,263		0	4,480,263
GC - General Conditions	1,275,629	1,805,000	(529,371)	26,033	1,275,629	1,275,629	0				1,275,629		0	1,275,629
GC - Overhead & Profit	732,157	712,889	19,268	14,942	732,157	732,157	0				732,157		0	732,157
GC - Insurance/Bond	425,588	353,446	72,142	8,685	425,588	425,588	0				425,588		0	425,588
GC - GC Contingency	358,900	349,456	9,444	7,324	358,900	358,900	0				358,900		0	358,900
Contingency - Escalation	725,000	0	725,000	14,796	725,000	725,000	0				725,000		0	725,000
Contingency - Owner's Construction	991,804	1,048,740	(56,936)	20,241	991,804	991,804	0				991,804		0	991,804
REHAB														
SOFT COSTS														
Architecture - Design	1,253,000	1,053,000	200,000	25,571	1,253,000	1,253,000	0				1,253,000		0	1,253,000
Design/Engineering	245,000	145,000	100,000	5,000	245,000	245,000	0				245,000		0	245,000
Phase I/II/Toxics Report	10,000	10,000	0	204	10,000	10,000	0				10,000		0	10,000
Special Inspections/Testing	70,000	50,000	20,000	1,429	70,000	70,000	0				70,000		0	70,000
Environmental Consulting	33,000	33,000	0	673	33,000	33,000	0				33,000		0	33,000
Owner's Rep / Construction Supervision	155,000	125,000	30,000	3,163	155,000	155,000	0				155,000		0	155,000
Local Development Impact Fees	1,404,580	1,404,580	0	28,665	1,404,580	1,404,580	0				1,404,580		0	1,404,580
Local Permits/Fees	42,000	42,000	0	857	42,000	42,000	0				42,000		0	42,000
Utility Connection Fees	289,000	289,000	0	5,898	289,000	289,000	0				289,000		0	289,000
Real Estate Taxes During Const	53,567	53,567	0	1,093	53,567	53,567	0		0		53,567		0	53,567
Insurance During Const	302,115	202,115	100,000	6,166	302,115	302,115	0				302,115		0	302,115
Appraisal	15,000	15,000	0	306	15,000	15,000	0				15,000		0	15,000
Market/Rent Comp Study	25,000	25,000	0	510	25,000					25,000	0		0	0
Soft Cost Contingency	700,000	391,732	308,268	14,286	700,000	700,000	0				700,000		0	700,000
Predev. Loan Interest/Fees	85,000	85,000	0	1,735	85,000	85,000	0				85,000	0		85,000
Construction Loan Interest	1,668,195	1,669,407	(1,212)	34,045	1,668,195	941,382	0	726,813			941,382		0	941,382
Accrued Interest - City of Roseville - LHTF	227,506	227,506	0	4,643	227,506	153,781					153,781		0	153,781
Accrued Interest - City of Roseville - PIP L	58,772	58,772	0	1,199	58,772	39,727			19,045		39,727		0	39,727
Title/Recording/Escrow - Construction	95,000	85,000	10,000	1,939	95,000	95,000	0				95,000		0	95,000
Title/Recording/Escrow - Permanent	20,000	20,000	0	408	20,000					20,000			0	0
Legal (Owner): Construction Closing	55,000	55,000	0	1,122	55,000	55,000	0				55,000		0	55,000
Permanent Closing	25,000	15,000	10,000	510	25,000					25,000			0	0
Organization of Ptnshp	5,000	5,000	0	102	5,000					5,000			0	0
Syndication - GP	55,000	55,000	0	1,122	55,000	55,000							0	0
Syndication Consulting	108,500	108,500	0	2,214	108,500	108,500							5,000	0
Audit/Cost Certification	15,000	15,000	0	306	15,000				15,000				0	0
TCAC Application/Res/Monitoring Fee	113,851	113,851	0	2,323	113,851					113,851			20,090	0
Marketing	148,000	114,000	34,000	3,020	148,000				148,000				0	0
Furnishings Not in Contract	98,000	98,000	0	2,000	98,000		98,000	0			98,000		0	98,000
Capitalized Operating Reserve (3 mos.)	199,720	187,394	12,326	4,076	199,720	199,720							199,720	0
Developer Fee	2,200,000	2,200,000	0	44,898	2,200,000	2,200,000	0				2,200,000	0	1,100,000	2,200,000
FINANCING FEES														
Construction Lender Origination Fee	150,295	153,230	(2,935)	3,067	150,295		41,235	0		109,060	41,235		0	41,235
Construction Lender Expenses	52,200	52,200	0	1,065	52,200		14,322	0		37,878	14,322		0	14,322
Construction Lender Counsel	85,000	85,000	0	1,735	85,000		23,321	0		61,679	23,321		0	23,321
Permanent Lender Expenses	1,000	1,000	0	20	1,000		0	0		1,000	0		0	0
Permanent Lender Counsel	25,000	25,000	0	510	25,000		0	0		25,000	0		0	0
Permanent Loan Origination Fee	18,540	22,330	(3,790)	378	18,540		0	0		18,540	0		0	0
COI Contingency	15,000	15,000	0	306	15,000		4,115	0		10,885	0		0	4,115
Subtotal - Financing/Costs of Issuance	347,035	353,760	(6,725)	7,082	347,035	0	82,993	0	0	264,042	78,878	0	0	82,993
TOTAL DEVELOPMENT COSTS														
	33,511,038	33,890,038	(379,000)	683,899	33,511,038	2,924,543	29,151,019	0	982,583	452,893	29,146,904	0	1,324,810	31,712,342
TDC Per Unit	683,899	670,688			100.00%									
TDC Net of accrued interest:	33,224,760	250,184												
TDC TCAC	33,327,538	250,184			33,327,538									

Developer Fee Calculation

Version: Construction Closing Draft

MAXIMUM DEVELOPER FEE CALCULATION			
	CONST.	ACQ.	TOTAL
Fee per Base TCAC Formula	4,042,036	0	4,042,036
Percent of Total	100.00%	0.00%	100.00%
Max. Allowable Fee per TCAC (prorated)	2,200,000	0	2,200,000
Net Allowable	2,200,000	0	2,200,000
Maximum Base Developer Fee per TCAC			2,200,000
Most Restrictive Maximum Developer Fee:			2,200,000
Maximum Cash Fee per TCAC (Lesser of Calc. or Reservation Amount)			2,200,000
Most Restrictive Maximum Cash Fee:			2,200,000

ACTUAL DEVELOPER FEE PAYMENT SCHEDULE			
	Amount	% of Cash Fee	% of Total Fee
Construction Close	880,000	40.00%	40.00%
Completion	220,000	10.00%	10.00%
Conversion	950,000	43.18%	43.18%
Final LP Pay-in 1	150,000	6.82%	6.82%
Total: Cash Fee	2,200,000		
Plus: Deferred Developer Fee	0		0.00%
Plus: GP Capital	0		0.00%
Total Developer Fee	2,200,000		

Unit Mix & Rental Income

Version: Construction Closing Draft

AVERAGE AFFORDABILITY FOR LIHTC UNITS (% of Median)	47.92%
9% TCAC INCOME TARGETING PTS:	50.00
RENT LIMITS AS OF YEAR:	2023

UTILITY ALLOWANCES	0BR	1BR	2BR	3BR	4BR	5BR
Pleasant Grove	-	61	75	87	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-

RESIDENTIAL INCOME

LIHTC - Tier 1				Pleasant Grove						TCAC		30% AMI		% of Units: 16.67%		Section 8 SUBSIDIZED					
Unit Type	Number	Unit Floor	Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	Number of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy Increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income						
1BR	2	608	30.0%		603	542	542	1,084	13,008	2	1,937	1,395	2,790	33,480	46,488						
2BR	3	850	30.0%		723	649	648	1,944	23,328	3	2,437	1,789	5,367	64,404	87,732						
3BR	3	1,095	30.0%		836	748	749	2,247	26,964	3	2,954	2,205	6,615	79,380	106,344						
TOTAL	8							5,275	63,300	8			14,772	177,264	240,564						

LIHTC - Tier 2				Pleasant Grove	TCAC		40% AMI		% of Units: 12.50%		NOT SUBSIDIZED					
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	Number of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy Increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income		
1BR	2	608	40.0%	804	743	743	1,486	17,832	0	0	0	0	0	17,832		
2BR	2	850	40.0%	965	890	890	1,780	21,360	0	0	0	0	0	21,360		
3BR	2	1,095	40.0%	1,115	1,028	1,028	2,056	24,672	0	0	0	0	0	24,672		
TOTAL	6						5,322	63,864	0			0	0	63,864		

LIHTC - Tier 3				Pleasant Grove	TCAC		50% AMI		% of Units: 45.83%		NOT SUBSIDIZED					
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	Number of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy Increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income		
1BR	7	608	50.0%	1,005	945	944	6,608	79,296	0	0	0	0	0	79,296		
2BR	7	850	50.0%	1,206	1,131	1,131	7,917	95,004	0	0	0	0	0	95,004		
3BR	8	1,095	50.0%	1,393	1,307	1,306	10,448	125,376	0	0	0	0	0	125,376		
TOTAL	22						24,973	299,676	0			0	0	299,676		

LIHTC - Tier 4				Pleasant Grove	TCAC		60% AMI		% of Units: 25.00%		NOT SUBSIDIZED					
Unit Type	Number	Unit Floor Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	Number of Subsidized Units	Per Unit Net Subsidy Rents	Per Unit Subsidy Increment	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income		
1BR	4	608	60.0%	1,206	1,146	1,145	4,580	54,960	0	0	0	0	0	54,960		
2BR	4	850	60.0%	1,447	1,372	1,372	5,488	65,856	0	0	0	0	0	65,856		
3BR	4	1,095	60.0%	1,672	1,586	1,585	6,340	76,080	0	0	0	0	0	76,080		
TOTAL	12						16,408	196,896	0			0	0	196,896		

Staff Units - Site 1 Pleasant Grove								
Unit Type	Number	Unit Floor	Area	Actual Rent TCAC AMI %	Per Unit Monthly Gross Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent
2BR	1	850	0.0%		0	0	0	0
TOTAL	1							0

TOTAL RESIDENTIAL INCOME														
	Number	Total Monthly Net Rent	Total Annual Net Rent	Monthly Section 8 Income	Annual Section 8 Income	Monthly NA Income	Annual NA Income	Monthly Test C Income	Annual Test C Income	Monthly Test D Income	Annual Test D Income	Grand Total Income	Total Floor Area	
LIHTC	48	51,978	623,736	14,772	177,264	0	0	0	0	0	0	801,000	41,335	
Non-LIHTC	0	0	0	0	0	0	0	0	0	0	0	0	0	
Staff Units	1	0	0	0	0	0	0	0	0	0	0	0	850	
TOTAL	49	51,978	623,736	14,772	177,264	0	0	0	0	0	0	801,000	42,185	

MISCELLANEOUS INCOME			
	Per Unit Per Month	Monthly Total	Annual Total
Laundry / Vending	10.00	490	5,880
Other	0.00	0	0
TOTAL	10.00	490	5,880

SUBSIDIZED UNIT MIX SUMMARY					
Unit Type	Units With Section 8	Units With NA	Units With Test C	Units With Test D	Units Without Subsidy
1BR	2	0	0	0	13
2BR	3	0	0	0	14
3BR	3	0	0	0	14
TOTAL	8	0	0	0	41

	FEDERAL			CALIFORNIA		
	ACQUISITION	CONST/ REHAB	TOTAL	ACQUISITION	CONST/ REHAB	TOTAL
TOTAL ELIGIBLE COSTS	0	29,146,904	29,146,904	0	0	0
Less:						
50% Energy Investment Tax Credit (Res. Portion)	0	0	0	0	0	0
Historic Tax Credit (Res. Portion)		0	0		0	0
Non-Eligible Federal Financing	0	0	0	0	0	0
Non-Eligible Grants	0	0	0	0	0	0
Soft Loan Basis Deduction	0	0	0	0	0	0
Voluntary Reduction for Tie-Breaker	0	(8,954,499)	(8,954,499)	0	0	0
ELIGIBLE BASIS	0	20,192,405	20,192,405	0	0	0
Threshold Basis Limit			28,357,927			
REQUESTED UNADJUSTED ELIGIBLE BASIS (For Tiebreaker)	0	20,192,405	20,192,405	0	0	0
HIGH COST ADJUSTMENT (Y or N) SADDA 2023	100.0%	130.0%		100.0%	100.0%	
ADJUSTED ELIGIBLE BASIS	0	26,250,126	26,250,126	0	0	0
APPLICABLE FRACTION*	100.0%	100.0%		100.0%	100.0%	
QUALIFIED CREDIT BASIS	0	26,250,126	26,250,126	0	0	0
CREDIT RATE (TCAC UNDERWRITING) Total State Annual Federal / Yr 1-3 State Yr 4 State	9.00%	9.00%		13.00% 4.00% 1.00%	13.00% 4.00% 1.00%	
MAX. POTENTIAL FEDERAL CREDIT (No Vol Basic Reduct/Actual Rate) Credit Rates Potential Credit Credit Rate Locked? YES	9.00% 0	9.00% 3,410,188	3,410,188			
MAX. CREDIT AMOUNT PER TCAC UNDERWRITING Annual Federal / Yr 1 State	0	2,362,511	2,362,511	0	0	0
ACTUAL TCAC CREDIT RESERVATION Annual Federal / Total State	N/A	N/A	2,294,015	N/A	N/A	N/A
MAXIMUM ALLOWABLE CREDITS (Lesser of above) Annual Federal / Total State	0	2,294,015	2,294,015			0
MAXIMUM ALLOWABLE - TEN YEAR TOTAL			22,940,150			0

TOTAL STATE + FEDERAL LIHTC AMOUNTS - 10 YEARS			
Total Federal + State	22,940,150	Blended Credit Request:	2,294,015
General Partner Share 0.01%	2,294	Est. 125% Target for Capital:	3,218,739
Limited Partner Share 99.99%	22,937,856	Credit Request Under / (Over) Geographic Region:	924,724

FIRST YEAR CREDIT CALCULATION (Federal)						
Actual Basis Method?	Y	Acquisition	Rehab/NC	"A" Bldgs: Acq	Rehab/NC	"B" Bldgs: Acq
Maximum Potential Federal Credit w/ Actual Basis-Annual		0	3,410,188	0	3,410,188	0
Wgt Avg Lease-up (from Page 7)				98.4%	98.4%	0.0%
Maximum Potential Prorated Credit w/ Actual Basis				0	3,356,904	0
TCAC Credit Reservation-Annual		0	2,294,015	0	2,294,015	0
First Year Credit (Lesser of Above)				0	2,294,015	0

ENERGY INVESTMENT TAX CREDIT (Solar PV)	
Total PV Hard Costs	0
Related Soft Costs (Eng, Interst,	-
Related Developer Fee	-
Total Depreciable Basis	-
less: Grants/Rebates	-
Tax-Exempt Portion	0.01%
less: Tax-Exempt Portion	-
Net Basis for Business Tax Credit	-
Credit Percentage	0.0%
Total Credit	0
Residential Portion of Credit	0

*APPLICABLE FRACTION				
	Number of Units	Fraction	Total Sq Ft	Fraction
LIHTC	48	100.0000%	41,335	100.0000%
Non-LIHTC	0	0.0000%	0	0.0000%
TOTAL	48	100.0000%	41,335	100.0000%
Applicable Fraction (Lesser of Low Income Units or Sq Ft %)		100.0000%		

Base Year Income & Expense		Version: Construction Closing Draft
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INCOME		
Scheduled Gross Income - Residential		623,736
Total Gross Subsidy Income - Section 8		177,264
Misc. Income		5,880
Vacancy Loss - Residential	5.00%	(31,481)
Vacancy Loss - Section 8	5.00%	(8,863)
EFFECTIVE GROSS INCOME		766,536
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	1,470	
Legal	2,500	
Accounting/Audit	13,500	
Security	0	
Other: Misc. Admin	13,275	
Total Administrative		30,745
Management Fee		35,280
Utilities		
Fuel	0	
Gas	0	
Electricity	15,000	
Water/Sewer	38,000	
Resident Utility Reimbursement	0	
Total Utilities		53,000
Payroll/Payroll Taxes		
On-Site Manager/Office Admin	55,214	
Maintenance Payroll	54,974	
Manager Unit Expense/(Credit)	0	
Payroll Taxes/Benefits	36,460	
Total Payroll/Payroll Taxes		146,648
Insurance		83,250
Maintenance		
Painting	250	
Repairs	17,990	
Trash Removal	17,000	
Exterminating	1,800	
Grounds	17,500	
Elevator	7,000	
Fire Protection	5,000	
Total Maintenance		66,540
Other		
Special Assessments	0	
Misc. Tax/License	0	
SPONSOR OPEX INFLATOR TO COMPLETION	0	
Total Other		0
Resident Services		
Tenant Services	45,000	
Tenant Activities	0	
Total Resident Services		45,000
Replacement Reserve		22,050
Real Estate Taxes		52,000
TOTAL EXPENSES - RESIDENTIAL		534,513
Per Unit Per Annum (incl. Reserves)	10,908	
Per Unit Per Annum (w/o taxes/res/svc))	8,479	
TCAC Minimum (w/o taxes/res/svc)	5,000	
TOTAL EXPENSES - COMMERCIAL		0
NET AVAILABLE INCOME		232,023
ADJUSTED NET AVAILABLE INCOME: TOTAL		232,023
ADJUSTED NET AVAILABLE INCOME: NET OF OP SUBSIDY		63,622
Debt Service Coverage Ratio		1.30
AVAILABLE FOR DEBT SERVICE (NET OF OP SUBSIDY)		48,940
AVAILABLE FOR DEBT SERVICE (OP SUBSIDY OVERHANG)		129,539
NET AVAILABLE INCOME AFTER SENIOR DEBT SERVICE		53,544

Mortgage Calculation/Bond Ratios

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TRANCHE A

Uses baseline year NOI; includes annual fees
Financing Type: Century Conventional Perm Loan

	Underwriting Constraint	Maximum Loan Amount		
Debt Service Coverage	1.30	1,854,688	Rate:	7.440%
Lender Commitment		NA	Term (mths):	240
			NOI for DS:	<u>232,023</u>
MAXIMUM MORTGAGE		1,854,688	Max PMT @ DSCR:	178,479
			Annual Fees:	<u>0</u>
			Annual DS Payment:	178,479

INTEREST RATE STACK	TRANCHE A	TRANCHE B	221(D)(4)	SELECTED
Base Rate	6.8400%	6.8400%	4.2500%	6.8400%
Cushion	0.1500%	0.1500%	0.7500%	0.1500%
Issuer	0.0000%	0.0000%	0.0000%	0.0000%
Trustee	0.0000%	0.0000%	0.0000%	0.0000%
TOTAL	7.4400%	6.9900%	5.6500%	7.4400%
DCR	1.30	1.30	1.15	1.3

Lease-Up / Placed-in-Service Schedule

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SCHEDULE

	Dates	Months to Milestone	Cumulative Months
Start of Construction	May 1, 2024	0	0
Completion	October 1, 2025	17	17
100% Occupancy	March 1, 2026	5	22
Conversion	June 1, 2026	3	25
Form(s) 8609	December 1, 2026	6	31

LIHTC SCHEDULE

SINGLE BUILDING / MULTIPLE BUILDINGS - GROUP A				
1st Tax Credit Year:		2026		
Total # Units:		48		
Month	Total QO by Month	Total Vacated by Month	Cumulative Occupancy	Cumulative Occupancy %
Jan-26	39	0	39	81.25%
Feb-26	9	0	48	100.00%
Mar-26	0	0	48	100.00%
Apr-26	0	0	48	100.00%
May-26	0	0	48	100.00%
Jun-26	0	0	48	100.00%
Jul-26	0	0	48	100.00%
Aug-26	0	0	48	100.00%
Sep-26	0	0	48	100.00%
Oct-26	0	0	48	100.00%
Nov-26	0	0	48	100.00%
Dec-26	0	0	48	100.00%
1st Year Occupancy: 2026				98.44%

LIHTC SCHEDULE - 2/3 CREDITS

SINGLE BLDG / MULTIPLE BLDGS - GROUP A		
1st Tax Credit Year (2/3 Units):		2027
Month	No. Units	Percent
Jan-27	0	0.0%
Feb-27	0	0.0%
Mar-27	0	0.0%
Apr-27	0	0.0%
May-27	0	0.0%
Jun-27	0	0.0%
Jul-27	0	0.0%
Aug-27	0	0.0%
Sep-27	0	0.0%
Oct-27	0	0.0%
Nov-27	0	0.0%
Dec-27	0	0.0%
Total	0	0.0%
Total Avg % Qual. Occ.		0.0%

OPERATIONS SCHEDULE

YEAR 0		
2025		
Completed Lease Up by Month		
Month	No. Units	Percent
Jan-25	0	0.0%
Feb-25	0	0.0%
Mar-25	0	0.0%
Apr-25	0	0.0%
May-25	0	0.0%
Jun-25	0	0.0%
Jul-25	0	0.0%
Aug-25	0	0.0%
Sep-25	0	0.0%
Oct-25	10	20.4%
Nov-25	10	20.4%
Dec-25	10	20.4%
Total	30	61.2%
Total % Operating in First Year		10.20%

PIS SCHEDULE FOR ACQ BASIS DEPRECIATION

YEAR 0		2025
Mid-Month Convention		
		Bldg. PIS by Month
Month	No. Units	Dep. Percent
Jan-25	0	0.0%
Feb-25	0	0.0%
Mar-25	0	0.0%
Apr-25	0	0.0%
May-25	0	0.0%
Jun-25	0	0.0%
Jul-25	0	0.0%
Aug-25	0	0.0%
Sep-25	0	0.0%
Oct-25	49	4.2%
Nov-25	49	8.3%
Dec-25	49	8.3%
TOTAL	49	20.8%
Total Avg % PIS Y1		20.8%

PIS SCHEDULE FOR REHAB/NC BASIS DEPRECIATION

YEAR 1		2025	
Mid-Month Convention			
Month	Building No.	Bldg. PIS by Month	
		No. Units	Percent
Jan-25	0	0	0.0%
Feb-25	0	0	0.0%
Mar-25	0	0	0.0%
Apr-25	0	0	0.0%
May-25	0	0	0.0%
Jun-25	0	0	0.0%
Jul-25	0	0	0.0%
Aug-25	0	0	0.0%
Sep-25	0	0	0.0%
Oct-25	1	49	4.2%
Nov-25	0	49	8.3%
Dec-25	0	49	8.3%
TOTAL		49	20.8%
Total Avg % PIS Y1		20.8%	

PIS SCHEDULE FOR SITEWORK/PERS. PROP. DEPRECIATION

YEAR 1		2025	
Mid-Quarter Convention			
		Bldg. PIS by Month	
Month	Building No.	No. Units	Percent
Jan-25	0	0	0.0%
Feb-25	0	0	0.0%
Mar-25	0	0	0.0%
Apr-25	0	0	0.0%
May-25	0	0	0.0%
Jun-25	0	0	0.0%
Jul-25	0	0	0.0%
Aug-25	0	0	0.0%
Sep-25	0	0	0.0%
Oct-25	1	49	0.0%
Nov-25	0	0	4.2%
Dec-25	0	0	8.3%
TOTAL		49	12.5%
Total Avg % PIS Y1			12.5%

Calculation of Net Syndication Proceeds

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				As of Closing
Total Federal Credit (10 yr) & State Credit		22,940,150		0
<i>Total Federal Credit</i>	<i>22,940,150</i>			0
<i>Total State Credit</i>	<i>0</i>			0
Gross Proceeds (Total)		21,678,000		0
<i>Gross Proceeds - Federal Credit</i>	<i>21,676,274</i>			0
<i>Gross Proceeds - State Credit</i>	<i>0</i>			0
Gross Proceeds (net of Energy/Historic Credit Proceeds)		21,678,000		0
Less: LP Syndication Costs				
Attorney	60,000			
Accountant	15,000			
Consulting	108,500			
Other:				
Total Syndication Costs		183,500		0
Total Syndication Costs/Gross Proceeds		0.01 % (Syndication Load)		0.00000%
Net Proceeds		21,494,500		0
Net Proceeds/Total Fed and State Credit		0.93698	tax credit price	0.00000
Gross Proceeds (Total)/Total Fed and State Credit		0.94498	tax credit price	0.00000
Gross Proceeds - Federal/State Disaggregated				
Federal		0.94500	tax credit price	1.00000
State		0.88000	tax credit price	0.70000
Net Proceeds - Federal/State Disaggregated				
Federal		0.93691	tax credit price	0.00000
State		-	tax credit price	0.00000
Total Equity				
Gross Proceeds from LIHTC	21,678,000			
Gross Proceeds from Energy Credit	0			
Gross Proceeds from Historic Credit	0			
Total Equity	21,678,000			

TCAC Calculations & Scoring	Version: Construction Closing Draft
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THRESHOLD BASIS LIMIT						
County:		Placer		TCAC Project #: CA-23-085		
9% or 4% credits:		9%		CDLAC Project #:		
Year:		2024				
Base Limits for Geographic Region			Threshold Basis Limit for This Project			
Unit Type	9%	4%	Unit Type	# Units	Per Unit Basis Limit	Total
1 BR	382,666	382,666	1 BR	15	382,666	5,739,990
2 BR	461,600	461,600	2 BR	17	461,600	7,847,200
3 BR	590,848	590,848	3 BR	17	590,848	10,044,416
				49		23,631,606
Energy/Resource Efficiency Boosts			Additional Basis Adjustments			
Renewables (50% tot./90% area)	0%		Boost for Prevailing Wage		0.0%	0
Renewables (75% CA/90% area)	0%		Boost for Project Labor Agreement		0.0%	0
Title 24 + 15%	0%		Boost for Parking beneath Units		0.0%	0
Post-rehab improvement > 80%	0%		Boost for Childcare		0.0%	0
Greywater landscaping	0%		Boost for 100% Special Needs		0.0%	0
Community gardens > 60 s.f.	0%		Boost for elevator service		10.0%	2,363,161
Natural flooring kitchens	0%		Boost for Type I construction		0.0%	0
Natural flooring common area	0%		Boost for Type III construction		0.0%	0
EPA Indoor Air Plus Program met	0%		Subtotal Boost		10.0%	
			Boost for Energy / Resource Efficiency		0.0%	0
			Toxic/Seismic Abatement Costs		0.0%	0
			Local Development Impact Fees			0
Subtotal Efficiency (Max 10%)	0%		High Opportunity Area		10%	2,363,161
			Total Threshold Basis Limit			
			Potential Eligible Basis			
			Eligible Basis Surplus/(Deficit)			

TCAC HIGH COST TEST			
	Federal Credit	CA State Credit	HCD 2017 UMR
Total Eligible Basis	29,146,904	29,146,904	29,146,904
Total Adjusted TBL	28,357,927	28,357,927	28,357,927
Percentage of ATBL	102.78%	102.78%	102.78%
Amount Over/(Under) 130% Limit (160% Limit for HCD)	(7,718,402)	(7,718,402)	(16,225,780)

TCAC POINTS

Lowest Income Points

Rural Project?	N	Percent of Area Median Income (AMI) (30% - 55%)	Percentage of Units to Total Units (before rounding down)	Percent of Income Targeted Units to Total Tax Credit Units (exclusive of mgr units)	Points Earned
	8	30	16.67	15	22.5
	6	40	12.50	10	10
	22	50	45.83	40	20
	36				
Total Lowest Income Points (No Cap)					52.5
Total Lowest Income Actual Points					50

Lowest Income Bonus Points

Total @ 30% AMI Required for Points 5

Bedroom Selection	Total Number of Tax Credit Units per Bedroom Size	Number of Targeted Tax Credit Units @ 30% AMI	Percentage of Units to Total Units (by bedroom size)	10% by Unit Type	Minimum Units Required at / below 30% AMI	
3 BR	17	3	0.1765	2.0000	2.0000	Pass
2 BR	16	3	0.1875	2.0000	2.0000	Pass
1 BR	15	2	0.1333	2.0000	1.0000	Pass
Total	48	8				
Total Lowest Income Bonus Points					2	

TCAC TIEBREAKER		
Leveraged Soft Resources		
Committed Eligible Public Soft Funds	7,550,000	Net of Accrued Interest
Value of Donated Land / Fee Waiver	2,142,660	
Value of Committed Rental Subsidy Leveraging	1,430,604	
Less: Non Project-Specific Offsite Work	(75,000)	
Less: Purchase Price in Excess of Appraisal	0	
Residential Percentage of TDC	100.00%	
Subtotal Residential Eligible Public Funds	11,048,264	
* Percentage Large Project Boost	100.00%	
Adjusted Residential Eligible Public Funds	11,048,264	
Residential Total Costs of Development	33,252,538	Net of Accrued Interest and offsites
Ratio of Leveraged Soft Resources / TDC	33.23%	
Requested Unadjusted Eligible Basis		
Requested Unadjusted Eligible Basis	19,606,967	
Residential Total Costs of Development	33,252,538	Net of Accrued Interest and offsites
Ratio of Basis/TDC	58.96%	
Inverse of Ratio Divided by 2	20.52%	
Base Tiebreaker Score	53.74%	
High Opportunity Boost	10.00%	
Total Tiebreaker Score	63.74%	
Tiebreaker at Application	64.58%	
	-0.84%	

CAPITALIZED OPERATING SUBSIDY VALUE									
AMI levels used for TCAC underwriting:					Non-SN 40%		SN 30%		
SUBSIDY #1:		Section 8							
UNIT TYPE	# OF NON-SN		# OF SUBSIDIZED		SUBSIDIZED RENTS	PER UNIT INCREMENTAL 40% RENT	PER UNIT INCREMENTAL 30% RENT	TOTAL INCREMENTAL MONTHLY RENT	
	SUBSID. UNITS	40% TCAC RENTS	SN UNITS	30% TCAC RENTS					
1BR	2	804	0	603	1,998	1,194	1,395	2,387	
2BR	3	965	0	724	2,512	1,547	1,788	4,642	
3BR	3	1,114	0	836	3,041	1,927	2,205	5,781	
					TOTAL ANNUAL RENT				153,718
					(less) VACANCY		5.00%		(7,686)
					NET TOTAL RENT				146,032
CAPITALIZED VALUE									
Term (TCAC assumption)					15				
Interest Rate (TCAC assumption)					4.00%				
DCR (TCAC assumption)					1.15				
CAPITALIZED VALUE OF RENTAL SUBSIDY FOR TCAC TIEBREAKER					1,430,604				

Pleasant Grove - Phase 1

15-Year Cash Flow

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[illegible]

Schedule of Outstanding Debt and Reserves - Book Basis																				Version: Construction Closing Draft
Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Century Conventional Perm Loan	AMORTIZING PERIOD ONLY																			
	Beginning Balance	1,854,000																		
	Interest Paid (Interest Rate Only)	7.440%																		
	Annual P&I	COMPOUND																		
	Ending Balance																			
City of Roseville - LHTF	PERM SOURCE ONLY?: N																			
	Beginning Balance	6,000,000	6,120,000	6,300,000	6,426,267	6,604,431	6,783,262	6,962,845	7,142,845	7,322,845	7,502,845	7,682,845	7,862,845	8,042,845	8,222,845	8,402,845	8,582,845	8,762,845	8,942,845	9,122,845
	Interest Accrued @	3.000%	120,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
	Residual Receipts Payment	SIMPLE	0	0	(53,733)	(1,836)	(1,168)	(417)	0	0	0	0	0	0	0	0	0	0	0	0
	Mandatory Minimum Payment	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ending Balance	CONSTRUCT AOB: 100%	6,120,000	6,300,000	6,426,267	6,604,431	6,783,262	6,962,845	7,142,845	7,322,845	7,502,845	7,682,845	7,862,845	8,042,845	8,222,845	8,402,845	8,582,845	8,762,845	8,942,845	9,122,845
City of Roseville - PIP Loan	PERM SOURCE ONLY? N																			
	Beginning Balance	1,550,000	1,581,000	1,627,500	1,660,119	1,706,145	1,752,343	1,798,735	1,845,235	1,891,735	1,938,235	1,984,735	2,031,235	2,077,735	2,124,235	2,170,735	2,217,235	2,263,735	2,310,235	2,356,735
	Interest Accrued @	3.000%	31,000	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500	46,500
	Residual Receipts Payment	SIMPLE	0	0	(13,881)	(474)	(302)	(108)	0	0	0	0	0	0	0	0	0	0	0	0
	Mandatory Minimum Payment	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ending Balance	CONSTRUCT AOB: 100%	1,581,000	1,627,500	1,660,119	1,706,145	1,752,343	1,798,735	1,845,235	1,891,735	1,938,235	1,984,735	2,031,235	2,077,735	2,124,235	2,170,735	2,217,235	2,263,735	2,310,235	2,356,735
TOTAL OUTSTANDING DEBT (BOOK BASIS)		7,701,000	7,927,500	9,919,832	10,100,554	10,278,771	10,454,328	10,626,528	10,794,548	10,958,066	11,116,735	11,270,181	11,418,003	11,559,767	11,695,008	11,823,223	11,943,870	12,056,368	12,160,089	12,254,357
LP AMF 1 Accruals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DDF Accruals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GP PMF 2 Accruals		0	0	0	0	0	0	1,055	4,443	10,398	19,169	31,011	46,195	65,000	87,718	114,654	146,126	182,464	224,013	271,132
TOTAL OUTSTANDING DEBT+ACCRUALS (BOOK BASIS)		7,701,000	7,927,500	9,919,832	10,100,554	10,278,771	10,454,328	10,627,584	10,798,991	10,968,465	11,135,904	11,301,193	11,464,198	11,624,767	11,782,726	11,937,876	12,089,996	12,238,832	12,384,102	12,525,489
RESERVE BALANCES																				
Capitalized Replacement Reserve																				
		Deed-Secured? Y																		
Previous Balance		0	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	413,631
Deposit to Reserve		0	2,250	21,713	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050
Interest on Reserve		2.0%	0	0	45	480	931	1,390	1,859	2,337	2,825	3,323	3,830	4,348	4,876	5,414	5,963	6,524	7,095	7,678
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		0	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	413,631
Capitalized Operating Reserve (3 mos.)																				
		Deed-Secured? N																		
Previous Balance		0	0	199,720	203,714	207,788	211,944	216,183	220,506	224,917	229,415	234,003	238,683	243,457	248,326	253,293	258,358	263,526	268,796	274,172
Deposit to Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve		2.0%	0	0	3,994	4,074	4,156	4,239	4,324	4,410	4,498	4,588	4,680	4,774	4,869	4,967	5,066	5,167	5,271	5,376
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		199,720	0	0	203,714	207,788	211,944	216,183	220,506	224,917	229,415	234,003	238,683	243,457	248,326	253,293	258,358	263,526	268,796	274,172

Schedule of Outstanding Debt - Tax Basis

Version: Construction Closing Draft

Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Century Conventional Perm Loan	AMORTIZING PERIOD ONLY																			
Beginning Balance	1,854,000	0	0	1,854,000	1,833,446	1,789,979	1,743,165	1,692,748	1,638,448	1,579,968	1,516,986	1,449,155	1,376,101	1,297,423	1,212,687	1,121,428	1,023,142	917,290	803,288	680,509
Interest Paid (Interest Rate Only)	7.440%	0	0	68,653	134,946	131,599	127,995	124,114	119,933	115,431	110,582	105,359	99,735	93,677	87,154	80,128	72,561	64,411	55,634	46,181
Annual P&I		0	0	89,207	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413	178,413
Ending Balance		0	0	1,833,446	1,789,979	1,743,165	1,692,748	1,638,448	1,579,968	1,516,986	1,449,155	1,376,101	1,297,423	1,212,687	1,121,428	1,023,142	917,290	803,288	680,509	548,277
City of Roseville - LHTF	PERM SOURCE ONLY?: N																			
Beginning Balance	6,000,000	6,000,000	6,071,509	6,180,050	6,236,799	6,346,459	6,458,748	6,573,795	6,691,316	6,810,938	6,932,698	7,056,635	7,182,788	7,311,196	7,441,899	7,574,940	7,710,358	7,848,198	7,988,501	8,131,313
Interest Accrued @	1.788%	71,509	108,541	110,482	111,496	113,457	115,464	117,521	119,622	121,760	123,937	126,153	128,408	130,704	133,040	135,419	137,839	140,304	142,812	145,365
Residual Receipts Payment	COMPOUND	0	0	(53,733)	(1,836)	(1,168)	(417)	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandatory Minimum Payment	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%	6,071,509	6,180,050	6,236,799	6,346,459	6,458,748	6,573,795	6,691,316	6,810,938	6,932,698	7,056,635	7,182,788	7,311,196	7,441,899	7,574,940	7,710,358	7,848,198	7,988,501	8,131,313	8,276,678
City of Roseville - PIP Loan	PERM SOURCE ONLY? N																			
Beginning Balance	1,550,000	1,550,000	1,568,473	1,596,513	1,611,173	1,639,502	1,668,510	1,698,230	1,728,590	1,759,492	1,790,947	1,822,964	1,855,554	1,888,726	1,922,491	1,956,859	1,991,843	2,027,451	2,063,696	2,100,589
Interest Accrued @	1.788%	18,473	28,040	28,541	28,803	29,310	29,828	30,360	30,902	31,455	32,017	32,589	33,172	33,765	34,369	34,983	35,609	36,245	36,893	37,553
Residual Receipts Payment	COMPOUND	0	0	(13,881)	(474)	(302)	(108)	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandatory Minimum Payment	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	CONSTRUCT AOB: 100%	1,568,473	1,596,513	1,611,173	1,639,502	1,668,510	1,698,230	1,728,590	1,759,492	1,790,947	1,822,964	1,855,554	1,888,726	1,922,491	1,956,859	1,991,843	2,027,451	2,063,696	2,100,589	2,138,142
TOTAL OUTSTANDING DEBT (TAX BASIS)		7,639,982	7,776,563	9,681,418	9,775,940	9,870,423	9,964,773	10,058,354	10,150,398	10,240,631	10,328,754	10,414,442	10,497,344	10,577,077	10,653,227	10,725,343	10,792,939	10,855,485	10,912,411	10,963,097
LP AMF 1 Accruals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DDF Accruals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GP PMF 2 Accruals		0	0	0	0	0	0	1,055	4,443	10,398	19,169	31,011	46,195	65,000	87,718	114,654	146,126	182,464	224,013	271,132
TOTAL OUTSTANDING DEBT+ACCRUALS (TAX BASIS)		7,639,982	7,776,563	9,681,418	9,775,940	9,870,423	9,964,773	10,059,409	10,154,841	10,251,029	10,347,922	10,445,454	10,543,539	10,642,077	10,740,945	10,839,997	10,939,064	11,037,949	11,136,424	11,234,229

Net Cash Flow Fee Accruals																				Version: Construction Closing Draft			
Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17			
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042			
LP AMF 1																							
Beginning Accrual Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Current Year LP AMF 1		-	-	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035			
Total Payment		-	-	(4,375)	(7,725)	(7,957)	(8,195)	(8,441)	(8,695)	(8,955)	(9,224)	(9,501)	(9,786)	(10,079)	(10,382)	(10,693)	(11,014)	(11,344)	(11,685)	(12,035)			
Ending Accrual Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Inflator:																							
Potential LP AMF 1:		7,500	3.00%	0	0	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035	
DDF																							
Beginning Accrual Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Current Year DDF Interest		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Total Payment		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Ending Accrual Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Interest Rate:																							
Potential DDF:		0	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
GP PMF 2																							
Beginning Accrual Balance		-	-	-	-	-	-	-	1,055	4,443	10,398	19,169	31,011	46,195	65,000	87,718	114,654	146,126	182,464	224,013			
Current Year GP PMF 2		-	-	23,333	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504	62,319	64,188			
Total Payment		-	-	(23,333)	(41,200)	(42,436)	(43,709)	(43,965)	(42,984)	(41,807)	(40,425)	(38,828)	(37,007)	(34,952)	(32,651)	(30,094)	(27,270)	(24,165)	(20,769)	(17,069)			
Ending Accrual Balance		-	-	-	-	-	-	1,055	4,443	10,398	19,169	31,011	46,195	65,000	87,718	114,654	146,126	182,464	224,013	271,132			
Inflator:																							
Potential GP PMF 2:		40,000	3.00%	0	0	23,333	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504	62,319	64,188	
TOTAL Cumulative to GP:		0	0	43,913	77,538	79,865	82,260	83,673	83,883	83,933	83,815	83,520	83,040	82,365	81,487	80,395	79,080	77,530	75,735	73,683			
TOTAL Cumulative to LP:		0	0	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035			
Max to GP:		0	0	43,750	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008	97,858	100,794	103,818	106,932	110,140	113,444	116,848	120,353			
Excess GP Fees:		0	0	163	288	297	306	0	0	0	0	0	0	0	0	0	0	0	0	0			

SCHEDULE OF RESERVE BALANCES

Capitalized Replacement Reserve																				Deed-Secured? Y
Previous Balance		0	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	413,631
Deposit to Reserve		0	2,250	21,713	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050	22,050
Interest on Reserve		2.0%	0	0	45	480	931	1,390	1,859	2,337	2,825	3,323	3,830	4,348	4,876	5,414	5,963	6,524	7,095	7,678
Withdrawal from Reserve			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		0	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	443,953
Capitalized Operating Reserve (3 mos.)																				Deed-Secured? N
Previous Balance		0	0	199,720	203,714	207,788	211,944	216,183	220,506	224,917	229,415	234,003	238,683	243,457	248,326	253,293	258,358	263,526	268,796	274,172
Deposit to Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve		2.0%	0	0	3,994	4,074	4,156	4,239	4,324	4,410	4,498	4,588	4,680	4,774	4,869	4,967	5,066	5,167	5,271	5,376
Withdrawal from Reserve			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		199,720	0	0	203,714	207,788	211,944	216,183	220,506	224,917	229,415	234,003	238,683	243,457	248,326	253,293	258,358	263,526	268,796	274,172

Schedule of Deductions

Version: Construction Closing Draft

Depreciation Assumptions																					
ADS MACRS	Proration	Building: Residential Asset Life Method	Building: Commercial Asset Life Method	Site Improvements Asset Life Method	Personal Property Asset Life Method	Soft Costs Prorated into NC/Rehab, Sitework, and PP Classes? Y															
	100.0% 0.0%	30.0 straight line 27.5 straight line	30.0 straight line 27.5 straight line	90.0% 20 Yr SL 10.0% 15 Yr 150% DB	90.0% 9 Yr SL 10.0% 5 Yr DDB																
DEPRECIATION SCHEDULE																					
	Credit Period Year: Beginning Basis	(1) 2023	0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042
30 years straight line - Res - Rehab/NC	23,735,925		0	164,833	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197	791,197
Site Improvements (20 yr SL.)	4,611,837		0	28,824	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592	230,592
Site Improvements (15 yr 150% decl. bal.)	512,426		0	231,873	28,055	25,250	22,725	20,452	18,407	18,155	18,155	18,155	18,155	18,155	18,155	18,155	18,155	2,269	0	0	0
Personal Property (9 yr SL)	261,748		0	3,635	29,083	29,083	29,083	29,083	29,083	29,083	29,083	29,083	25,448	0	0	0	0	0	0	0	0
Personal property (5 yr 200% decl. bal.)	29,083		0	17,741	4,537	2,722	1,922	1,922	240	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	29,151,019	0	0	446,906	1,083,465	1,078,844	1,075,519	1,073,246	1,069,520	1,069,027	1,069,027	1,069,027	1,065,392	1,039,944	1,039,944	1,039,944	1,039,944	1,039,944	1,024,059	1,021,789	1,021,789
AMORTIZATION SCHEDULE																					
TCAC Application/Res/Monitoring Fee	113,851		0	0	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	0	0
Financing Fees	264,042		0	0	122,920	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268	7,268
Title/Recording/Escrow - Permanent	20,000		0	0	583	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Legal: Permanent Closing	25,000		0	0	729	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Market/Rent Comp Study	25,000		0	0	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	0	0	0	0	0	0
Legal: Organization of Partnership	5,000		0	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	452,893	0	0	0	139,323	19,608	19,608	19,608	19,608	19,608	19,608	19,608	19,608	19,608	17,108	17,108	17,108	17,108	17,108	9,518	9,518
EXPENSED COSTS																					
Audit/Cost Certification	15,000		0	15,000	0	0	0	0													
Marketing	148,000		0	148,000	0	0	0	0													
LP AMF 1			0	0	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035
GP PMF 2			0	0	23,333	41,200	42,436	43,709	43,965	42,984	41,807	40,425	38,828	37,007	34,952	32,651	30,094	27,270	24,165	20,769	17,069
SUBTOTAL	163,000	0	0	163,000	27,708	48,925	50,393	51,905	52,406	51,678	50,762	49,649	48,329	46,793	45,031	43,033	40,788	38,284	35,510	32,454	29,104
NOTE: PMF/CMF not expensed																					
INTEREST DEDUCTIONS																					
Interest - Tranche A	Century Conventional Perm Loan	0	0	68,653	134,946	131,599	127,995	124,114	119,933	115,431	110,582	105,359	99,735	93,677	87,154	80,128	72,561	64,411	55,634	46,181	
Interest - City of Roseville - LHTF	City of Roseville - LHTF	0	27,135	110,482	111,496	113,457	115,464	117,521	119,622	121,760	123,937	126,153	128,408	130,704	133,040	135,419	137,839	140,304	142,812	145,365	
Interest - City of Roseville - PIP Loan	City of Roseville - PIP Loan	0	7,010	28,541	28,803	29,310	29,828	30,360	30,902	31,455	32,017	32,589	33,172	33,765	34,369	34,983	35,609	36,245	36,893	37,553	
Interest - Expensed Constr. Period Interest		0	272,555	454,258	0	0															
SUBTOTAL		0	0	306,700	661,933	275,246	274,366	273,288	271,994	270,457	268,646	266,536	264,102	261,315	258,146	254,563	250,529	246,009	240,960	235,339	229,099
TOTAL DEDUCTIONS		0	0	916,606	1,912,429	1,422,623	1,419,886	1,418,047	1,413,528	1,410,771	1,408,043	1,404,820	1,397,431	1,367,661	1,360,230	1,354,648	1,348,369	1,341,345	1,317,636	1,299,100	1,289,510

Analysis of Taxable Income

Version: Construction Closing Draft

Assumptions																				
Marginal Tax Rate - Federal	21.0%	Loss Reallocation (year 12):																		
Marginal Tax Rate - State	0.0%	GP Share: 0.01%																		
Effective Combined Marginal Tax Rate	21.0%	LP Share: 99.99%																		
Number of LP Capital Contributions	5																			
Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
LOSSES																				
Net Operating Income		0	25,926	250,180	254,010	253,795	253,418	252,869	252,141	251,225	250,112	248,792	247,256	245,494	243,496	241,251	238,747	235,973	232,917	229,567
Interest Income from Reserves		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Deductions		0	916,606	1,912,429	1,422,623	1,419,886	1,418,047	1,413,528	1,410,771	1,408,043	1,404,820	1,397,431	1,367,661	1,360,230	1,354,648	1,348,369	1,341,345	1,317,636	1,299,100	1,289,510
Total Taxable Income (Loss)		0	(890,680)	(1,662,250)	(1,168,614)	(1,166,090)	(1,164,629)	(1,160,659)	(1,158,630)	(1,156,818)	(1,154,708)	(1,148,639)	(1,120,404)	(1,114,736)	(1,111,152)	(1,107,119)	(1,102,598)	(1,081,664)	(1,066,183)	(1,059,943)
Special Allocation of GP-Related Op Ex (see below)	Years 1-11	Years 12-15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Partner Share of Losses per LPA (pre-704(b))	0.01%	0.01%	0	(89)	(166)	(117)	(117)	(116)	(116)	(116)	(115)	(115)	(112)	(111)	(111)	(111)	(110)	(108)	(107)	(106)
Limited Partner Share of Losses per LPA (pre-704(b))	99.99%	99.99%	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	(1,066,077)
AFTER-TAX VALUE OF LOSSES																				
Total Losses Allocated to GP (post-704(b))	0.01%	0.01%	0	(89)	(166)	(117)	(117)	(116)	(116)	(116)	(115)	(115)	(112)	(111)	(111)	(111)	(110)	(108)	(1,066,183)	(1,059,943)
Total Losses Allocated to LP (post-704(b))	99.99%	99.99%	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	0
After Tax Value of Losses	21.0%		0	187,043	349,072	245,409	244,879	244,572	243,738	243,312	242,932	242,489	241,214	235,285	234,094	233,342	232,495	231,546	227,149	223,898
After-Tax Value of General Partner Losses			0	19	35	25	24	24	24	24	24	24	24	23	23	23	23	23	23	223,898
After-Tax Value of Limited Partner Losses			0	187,024	349,038	245,384	244,854	244,548	243,714	243,288	242,908	242,465	241,190	235,261	234,071	233,319	232,472	231,522	227,127	0
Limited Partner Share of Losses Per LPA			99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%
TAX CREDITS																				
Fed Tax Credits-Rehab/NC - Building A or Credit Year 1	100.0%		0	0	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	0	0	0	0	0	0	0
State Tax Credits - Credit Year 1	100.0%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(deduct state credit @ Federal MTR - Yr 1)	21.0%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL TAX CREDITS			0	0	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	2,294,015	0	0	0	0	0	0	0
General Partner Share	0.01%		0	0	229	229	229	229	229	229	229	229	229	0	0	0	0	0	0	0
Limited Partner Share	99.99%		0	0	2,293,786	2,293,786	2,293,786	2,293,786	2,293,786	2,293,786	2,293,786	2,293,786	2,293,786	0	0	0	0	0	0	0
(less) Reduction due to LP Capital Account Adjustment			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL AFTER-TAX BENEFITS			0	187,043	2,643,087	2,539,424	2,538,894	2,538,587	2,537,753	2,537,327	2,536,947	2,536,504	2,535,229	2,529,300	234,094	233,342	232,495	231,546	227,149	223,898
General Partner Share	0.01%		0	19	264	254	254	254	254	254	254	254	254	253	23	23	23	23	23	223,898
Limited Partner Share	99.99%		0	187,024	2,642,823	2,539,170	2,538,640	2,538,333	2,537,500	2,537,074	2,536,693	2,536,250	2,534,976	2,529,047	234,071	233,319	232,472	231,522	227,127	0

Capital Account Analysis and Tax Liability - Sale Price Equals Debt																			Version: Construction Closing Draft	
LIMITED PARTNER																				
Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
SUMMARY OF LP ACCOUNTS AND LOSSES																				
Total Losses Allocated to LP	0	890,591	1,662,083	1,168,497	1,165,974	1,164,512	1,160,543	1,158,514	1,156,703	1,154,593	1,148,524	1,120,292	1,114,624	1,111,041	1,107,008	1,102,488	1,081,555	0	0	
Ending LP Capital Account Balance	2,167,800	12,336,209	18,935,064	17,766,336	16,600,216	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	3,019,766	
Ending LP Minimum Gain Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MINIMUM GAIN ANALYSIS																				
Adjusted Basis	31,712,342	31,265,436	30,181,971	29,103,127	28,027,608	26,954,362	25,884,842	24,815,815	23,746,787	22,677,760	21,612,368	20,572,423	19,532,479	18,492,535	17,452,591	16,412,646	15,388,588	14,366,798	13,345,009	
Deed-Secured Cash Reserves	0	2,250	24,008	46,538	69,518	92,959	116,868	141,255	166,130	191,503	217,383	243,781	270,706	298,170	326,184	354,758	383,903	413,631	443,953	
Total Adjusted Basis plus Cash	31,712,342	31,267,686	30,205,979	29,149,665	28,097,127	27,047,321	26,001,710	24,957,070	23,912,918	22,869,263	21,829,751	20,816,204	19,803,186	18,790,705	17,778,775	16,767,404	15,772,490	14,780,429	13,788,962	
Outstanding Nonrecourse Debt	7,639,982	7,776,563	9,681,418	9,775,940	9,870,425	9,964,773	10,058,354	10,150,398	10,240,631	10,328,754	10,414,442	10,497,344	10,577,077	10,653,227	10,725,343	10,792,939	10,855,485	10,912,411	10,963,097	
Outstanding Nonrecourse Debt (Related Party)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Minimum Gain - Partnership	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Annual Change in Minimum Gain	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Minimum Gain - Partner (GP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
POTENTIAL LIMITED PARTNER LOSSES																				
LP Share of Losses per LPA	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	
Annual Potential Losses Allocated to LP	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	(1,066,077)	(1,059,837)	
(less) Related Party Losses Reallocated to GP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Adjusted Potential LP Losses	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	(1,066,077)	(1,059,837)	
LP LOSS ANALYSIS – CAPITAL ACCOUNT SHARE																				
Beginning LP Capital Account Balance	0	2,167,800	12,336,209	18,935,064	17,766,336	16,600,216	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	
LP Capital Contributions	2,167,800	11,059,000	8,451,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) LP Cash Flow Distributions	0	0	(6,761)	(231)	(147)	(53)	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) Historic Tax Credits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) Investment Tax Credits (Solar)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LP Capital Account Balance Available for Losses	2,167,800	13,226,800	20,780,648	18,934,833	17,766,189	16,600,163	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	
Adjusted Potential LP Losses	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	(1,066,077)	(1,059,837)	
End of Year Capital Account Balance per Potential Losses	2,167,800	12,336,209	19,116,564	17,766,336	16,600,216	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	1,953,699	1,959,929	
Allowable LP Capital Account Losses	(2,167,800)	(13,226,800)	(20,780,648)	(18,934,833)	(17,766,189)	(16,600,163)	(15,435,651)	(14,275,108)	(13,116,594)	(11,959,891)	(10,805,298)	(9,656,774)	(8,536,482)	(7,421,858)	(6,310,817)	(5,203,809)	(4,101,322)	(3,019,766)	(3,019,766)	
Actual Losses Allocated to LP (Capital Account Share)	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	0	0	
LP DRO?	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Cumulative DRO Amount	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LP LOSS ANALYSIS – MINIMUM GAIN SHARE																				
Beginning LP Minimum Gain Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LP Share of Annual Change in Minimum Gain	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LP Minimum Gain Balance Available for Losses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Adjusted Potential LP Losses less Cap Acct Losses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,066,077)	(1,059,837)	
Allowable LP Minimum Gain Account Losses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Actual Losses Allocated to LP (Minimum Gain Share)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL LOSSES ALLOCATED TO LP																				
	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	0	0	
LIMITED PARTNER CREDIT DELIVERY ANALYSIS																				
LP 704(b) Capital Available for Losses	2,167,800	13,226,800	20,780,648	18,934,833	17,766,189	16,600,163	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	
LP Share of Depreciation per LPA	0	446,861	1,083,356	1,078,737	1,075,411	1,073,139	1,069,413	1,068,921	1,068,921	1,068,921	1,065,285	1,039,840	1,039,840	1,039,840	1,039,840	1,039,840	1,023,956	1,021,687	1,021,687	
Reduction in LP LIHTC due to 704(b) Capital Shortfall	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
LIMITED PARTNER CAPITAL ACCOUNT																				
Beginning Capital Account Balance	0	2,167,800	12,336,209	18,935,064	17,766,336	16,600,216	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	
LP Capital Contributions	2,167,800	11,059,000	8,451,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) Syndication Expenses	0	0	(183,500)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) LP Cash Flow Distributions	0	0	(6,761)	(231)	(147)	(53)	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) Historic Tax Credits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) Total Losses Allocated to LP	0	(890,591)	(1,662,083)	(1,168,497)	(1,165,974)	(1,164,512)	(1,160,543)	(1,158,514)	(1,156,703)	(1,154,593)	(1,148,524)	(1,120,292)	(1,114,624)	(1,111,041)	(1,107,008)	(1,102,488)	(1,081,555)	0	0	
End of Year Capital Account Balance	2,167,800	12,336,209	18,935,064	17,766,336	16,600,216	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	3,019,766	
LIMITED PARTNER MINIMUM GAIN BALANCE																				
Beginning Minimum Gain Account Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LP Share of Annual Change in Minimum Gain	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) Minimum Gain Chargeback (Losses allocated to LP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
End of Year Minimum Gain Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LIMITED PARTNER EXIT BENEFIT/LIABILITY ANALYSIS																				
Marginal Tax Rate	21.00%																			
End of Year Capital Account Balance	2,167,800	12,336,209	18,935,064	17,766,336	16,600,216	15,435,651	14,275,108	13,116,594	11,959,891	10,805,298	9,656,774	8,536,482	7,421,858	6,310,817	5,203,809	4,101,322	3,019,766	3,019,766	3,019,766	
(plus) Syndication Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Tax Benefit/Liability on Sale @ \$1	455,238	2,590,604	4,014,898	3,769,466	3,524,580	3,280,022	3,036,308	2,793,020	2,550,112	2,307,648	2,066,458	1,831,196	1,597,125	1,383,807	1,131,335	899,813	672,686	672,686	672,686	
Gross-Up Factor for Taxes on Gain due to Tax Payment	79.00%																			
Total GP Obligation on Sale: LP Tax Liability + Gross-Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GENERAL PARTNER																				
Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Minimum Gain - Partnership	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Minimum Gain - Partnership - GP Share	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Minimum Gain - Partner (GP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GP Share of Losses per LPA	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	
CAPITAL ACCOUNT																				
Beg. of Yr Capital Account Balance	0	100	11	(61,008)	(63,205)	(64,644)	(65,233)	(65,349)	(65,465)	(65,581)	(65,696)	(65,811)	(65,923)	(66,035)	(66,146)	(66,256)	(66,367)	(66,475)	(1,132,658)	
Capital Contributions	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Annual GP Losses @ LPA Share	0	(89)	(166)	(117)	(117)	(116)	(116)	(116)	(116)	(11										

Pleasant Grove - Phase 1

Investment Summary - LIHTC Investor

Version: Construction Closing Draft

Assumptions

Marginal Tax Rate 21.0%

YEAR	LIMITED PARTNER PAY-INS	AFTER- TAX VALUE OF LOSSES	TOTAL LTD PTR FEDERAL LIHTC	TOTAL LTD PTR CALIFORNIA LIHTC	TOTAL LTD PTR ENERGY CREDITS	TOTAL LTD PTR HISTORIC CREDITS	TAX BENEFIT/ (LIABILITY) UPON SALE	TOTAL LTD PTR TAX BENEFITS	CUMULATIVE RATIO OF BENEFITS TO LTD PTR PAY-INS	Credit Year
2024	2,167,800	0	0	0	0	0		0	0.00	(1)
2025	11,059,000	187,024	0	0	0	0		187,024	0.01	0
2026	8,451,200	349,038	2,293,786	0	0	0		2,642,823	0.13	1
2027	0	245,384	2,293,786	0	0	0		2,539,170	0.25	2
2028	0	244,854	2,293,786	0	0	0		2,538,640	0.36	3
2029		244,548	2,293,786	0	0	0		2,538,333	0.48	4
2030		243,714	2,293,786	0	0	0		2,537,500	0.60	5
2031		243,288	2,293,786	0	0	0		2,537,074	0.72	6
2032		242,908	2,293,786					2,536,693	0.83	7
2033		242,465	2,293,786					2,536,250	0.95	8
2034		241,190	2,293,786					2,534,976	1.07	9
2035		235,261	2,293,786					2,529,047	1.18	10
2036		234,071	0					234,071	1.19	11
2037		233,319	0					233,319	1.21	12
2038		232,472	0				0	232,472	1.22	13
2039		231,522	0				0	231,522	1.23	14
TOTAL	21,678,000	3,878,184	22,937,856	0	0	0		27,488,726		

Net Quarterly Benefit Schedule	Version: Construction Closing Draft
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LP EQUITY PAY-IN SCHEDULE			
	AMOUNT	DATE	THRESHOLD
#1 - LP Admission	2,167,800	05/01/24	Initial Closing / LP Admission
#2 - Completion Payment	10,839,000	10/01/25	Const. Completion
#3 - Lien Free Completion	220,000	12/01/25	Lien Free Completion
#4 - Conversion Payment	8,301,200	06/01/26	Perm Conversion
#5 - Final Payment	150,000	12/01/26	Form 8609
TOTAL LP CONTRIBUTIONS	21,678,000		

NET QUARTERLY BENEFITS				
Internal Rate of Return:		4.58%		
YEAR	INVESTMENT	TOTAL QUART. BENEFITS	NET QUART. BENEFITS	THRESHOLD
2024	(2,167,800)	0	0	Initial Closing / LP Admission
		0	(2,167,800)	
		0	0	
		0	0	
2025		46,756	46,756	Const Compl + Lien Free
		46,756	46,756	
	(11,059,000)	46,756	(11,012,244)	
		46,756	46,756	
2026	(8,301,200)	660,706	660,706	Perm Conversion
		660,706	(7,640,494)	
		660,706	660,706	
	(150,000)	660,706	660,706	
2027		660,706	510,706	Form 8609
		634,792	634,792	
		634,792	634,792	
		634,792	634,792	
2028		634,660	634,660	
		634,660	634,660	
		634,660	634,660	
		634,660	634,660	
2029	0	634,583	634,583	
	0	634,583	634,583	
	0	634,583	634,583	
	0	634,583	634,583	
2030	0	634,375	634,375	
	0	634,375	634,375	
	0	634,375	634,375	
	0	634,375	634,375	
2031	0	634,268	634,268	
	0	634,268	634,268	
	0	634,268	634,268	
	0	634,268	634,268	
2032		634,173	634,173	
		634,173	634,173	
		634,173	634,173	
		634,173	634,173	
2033		634,063	634,063	
		634,063	634,063	
		634,063	634,063	
		634,063	634,063	
2034		633,744	633,744	
		633,744	633,744	
		633,744	633,744	
		633,744	633,744	
2035		632,262	632,262	
		632,262	632,262	
		632,262	632,262	
		632,262	632,262	
2036		58,518	58,518	
		58,518	58,518	
		58,518	58,518	
		58,518	58,518	
2037		58,330	58,330	
		58,330	58,330	
		58,330	58,330	
		58,330	58,330	
2038		58,118	58,118	
		58,118	58,118	
		58,118	58,118	
		58,118	58,118	
2039		57,881	57,881	
		57,881	57,881	
		57,881	57,881	
		57,881	57,881	
2040		224,953	224,953	
		224,953	224,953	
		224,953	224,953	
		224,953	224,953	
2041		0	0	
		0	0	
		0	0	
		0	0	
2042		0	0	
		0	0	
		0	0	
		0	0	
TOTAL	21,678,000	27,488,726	5,810,726	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

1715 Pleasant Grove Boulevard, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2024, by and among Mercy Housing California 101, L.P., a California limited partnership ("Trustor"), _____ Title Company ("Trustee"), and the City of Roseville, a municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein

and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term “Loan Agreement” means that certain Prohousing Incentive Pilot Loan Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) to assist in the permanent financing of forty-nine (49) rental housing units (including one manager’s unit) on the Property, of which forty-eight (48) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the Loan Agreement.

Section 1.2 The term “Loan Documents” means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term “Note” means the promissory note in the principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as reviewed and approved by the California Department of Housing and Community Development, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term “Principal” means the amount required to be paid under the Note.

Section 1.5 The term “Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

**ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY**

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to

Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to

receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items

within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the

Loan Agreement). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 3.10 of the Loan Agreement.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other reasonable professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest

established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted,

completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). Notwithstanding the foregoing, Trustor shall have no indemnification obligations under this paragraph with respect to tissues and events first arising after the foreclosure of the Property by Beneficiary.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to

take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under

the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor's limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of

Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8: MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

Mercy Housing California 101, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo

with a copy to:

Enterprise Community Opportunity Fund LLLP
c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: Asset Management

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

Section 8.16 Underwriting Standards.

Beneficiary attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development.

[Remainder of the page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Its: Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

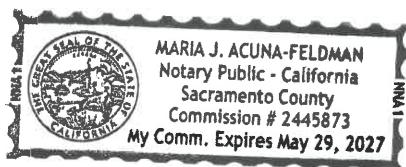
On February 26, 2024 before me, Maria J. Acuna-Feldman, Notary Public

personally appeared Richard C. Ciraulo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed of Trust with Assignments

Document Date: _____ Number of Pages: 23

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard C. Ciraulo

☒ Corporate Officer – Title(s): Vice President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: MHC 101, LLC

Mercy Housing Calwest

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by **Mercy Housing California 101, L.P., a California limited partnership**(the "Trustor") for the benefit of **the City of Roseville, a municipal corporation** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of **One Million Five Hundred Thousand Dollars (\$1,500,000)** made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Loan Agreement executed by Trustor and Beneficiary (the "Loan Agreement") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the Loan Agreement between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

Mercy Housing California 101, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Richard C. Ciraulo

with a copy to:

The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 3.14 of the Loan Agreement shall not constitute a violation of the Loan Documents.
4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of Red Stone A7 III LLC, and that certain regulatory agreement, as amended, in favor of the California Tax Credit Allocation Committee.
5. This Rider may be executed in counterparts.
In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Its: Vice President

BENEFICIARY

CITY OF ROSEVILLE, a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

Carmen Avalos
City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

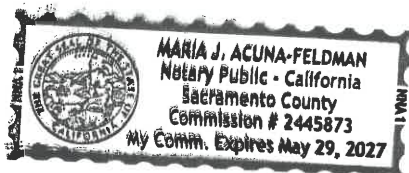
State of California

County of Sacramento

On February 26, 2024 before me, Maria J. Acuna-Feldman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard C. Ciraulo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rider to Deed of Trust

Document Date: _____ Number of Pages: 20-23

Signer(s) Other Than Named Above: City of Roseville Staff

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard C. Ciraulo

☐ Corporate Officer – Title(s): Vice President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: MHC 101, LLC

Mercy Housing Calwest

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

EXHIBIT "A-1"
LEGAL DESCRIPTION

Page 1 of 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA BEING PARCEL 1 AS
SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PLEASANT GROVE
APARTMENTS, SUBDIVISION NO. PL23-0037", FILED FOR RECORD
_____, 2024, IN BOOK _____, AT PAGE _____,
PLACER COUNTY RECORDS.

**PROMISSORY NOTE
(Secured By Deed of Trust)**

1715 Pleasant Grove Boulevard, Roseville

\$1,550,000

City of Roseville, California
_____, 2024

FOR VALUE RECEIVED, the undersigned, Mercy Housing California 101, L.P., a California limited partnership (the "Borrower"), hereby promises to pay to the order of the City of Roseville, a municipal corporation (the "City"), 311 Vernon Street, Roseville, California 95678, the principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000), or so much thereof as is disbursed to the Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to ARTICLE 2 below.

ARTICLE 1 Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) for the funds loaned to the Borrower by the City for construction and permanent financing of the Development pursuant to the Prohousing Incentive Pilot Program Loan Agreement between the Borrower and the City of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

ARTICLE 2 Interest. The principal balance of this Note shall bear three percent (3%) simple interest; provided, however, if a Default occurs, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

ARTICLE 3 Term and Repayment Requirements. The term of this Note shall commence on the date of this Note (the "Effective Date") and shall expire the earlier of (i) fifty-five (55) years from date of issuance of the certificate of occupancy or equivalent certification provided by the City; or (ii) December 31, 2081 (the "Term"). This Note shall be due and payable upon expiration of this Note, unless sooner due or paid as provided herein and as further defined in the Loan Agreement.

ARTICLE 4 No Assumption. Except as permitted in the Loan Agreement, this Note shall not be assumable by the successors and assigns of the Borrower without the prior written consent of the City.

ARTICLE 5 Security. This Note is to be secured by the Deed of Trust of even date, wherein the Borrower is the trustor and the City is the beneficiary.

ARTICLE 6 Terms of Payment. No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, Borrower shall make repayments of the Loan for that prior calendar year equal to fifty percent (50%) of the available amount of Residual Receipts, all as provided in Section 2.7 of the Loan Agreement. "Residual Receipts," with respect to a particular calendar year of the term, means the amount by which Gross Revenue exceeded Annual Operating Expenses, as further defined in the Loan Agreement. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts. In the event that City is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

6.1 All payments on this Note shall be paid to the City at 311 Vernon Street, Roseville, California 95678, or to such other place as the City may from time to time designate by notice pursuant to the Loan Agreement.

6.2 All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the City, incurred in connection with the payment of this Note and the release of any security hereof.

6.3 Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

6.4 This Note is nonrecourse to the Borrower and its partners, pursuant to and except as provided in the Loan Agreement.

6.5 If any payments under this Note are not received by the City within fifteen (15) calendar days after the installment is due, Borrower shall pay to the City a late charge of five percent (5%) of such payment. Such late charge shall be immediately due and payable without demand by the City.

ARTICLE 7 Default.

7.1 Any of the following shall constitute an event of default under this Note:

(a) Any failure to pay, in full, any payment required under this Note when due following written notice by the City of such failure and ten (10) calendar days opportunity to cure;

(b) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note, subject to the notice and cure period set forth in the Loan Agreement;

(c) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or any other instrument securing the obligations of the Borrower under this Note, subject to notice and cure periods, if any, set forth therein.

7.2 Upon the occurrence and continuance of one or more of the foregoing events of default, beyond the applicable cure period, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust, shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

7.3 The City's failure to exercise the remedy set forth in Section 7.2 above or any other remedy provided by law upon the occurrence of one or more events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the City hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the City, except as and to the extent otherwise provided by law.

7.4 Borrower's limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

7.5 During the existence of default or delinquency under the terms of this Note or the Deed of Trust, beyond the applicable cure period, the City is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

ARTICLE 8 Waivers.

8.1 The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

8.2 Any extension of time for payment of this Note or any installment hereof made by agreement of the City with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

8.3 The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

ARTICLE 9 Miscellaneous Provisions.

9.1 All notices to the City or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the City and the Borrower may therein designate.

9.2 The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

9.3 This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note shall be governed by and construed in accordance with the laws of the State of California.

9.5 The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

9.6 This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

9.7 This Note shall be binding upon the Borrower, its successors and assigns.

9.8 If any term, condition or provision of this Note is in conflict with the term, condition or provision of the Loan Agreement, the Deed of Trust, or the Regulatory Agreement, said term, condition or provision of the Loan Agreement, the Deed of Trust, and the Regulatory Agreement shall control to the extent of such conflict.

9.9 If any term of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9.10 Borrower may prepay this Note in full or in part at any time, without any prepayment penalty being charged by the City.

BORROWER:

Mercy Housing California 101, L.P.,
a California limited partnership

By: Mercy Housing California 101 LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit
corporation, its sole member/manager

By: 
Its: Vice President

ORDINANCE NO. 6796

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustments for the Pleasant Grove Apartments Affordable Housing 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 12/1/2023

REQUESTER NAME & TITLE:	Claudia Carreno Management Analyst	FISCAL YEAR:	2023-24
PREPARER NAME & TITLE:	Claudia Carreno Management Analyst	COUNCIL DATE (if applicable):	03/20/24
DEPARTMENT/DIVISION:	Economic Development - Housing	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5573	84001	700040	965,000	Increase Grants Deferred Loans for the Local Housing Trust Fund Award project
2821	5573	84001	700040	965,000	Increase Grants Deferred Loans for the Local Housing Trust Fund Award matching funds
2270	5080	84001	700040	196,875	Increase Secondary Labor for the Local Housing Trust Fund Award project
2821	5080	84001	700040	196,875	Increase Secondary Labor for the Local Housing Trust Fund Award matching funds
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				2,323,750	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4410	84001	700040	1,161,875	Increase revenue for the Local Housing Trust Fund Award
REVENUES/TRANSFERS IN TOTAL				1,161,875	

NET ADJUSTMENT	1,161,875	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2821	3601	00000	000000	(1,161,875)	Decrease available resources in the Housing Trust Fund.
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(1,161,875)	

Justification for Budget Adjustment:

The City of Roseville was awarded two State Housing & Community Development Local Housing Trust Fund (LHTF) grants totaling \$6,753,845 to fund affordable housing projects. These grants require a dollar-for-dollar match, bringing the total funding for projects to \$14,449,035. Staff recommends that the City Council authorize the City Manager to appropriate \$1,161,875 in the Grants fund (2270) and the required matching funds from the Housing Trust Fund (2821) in the Local Housing Trust Fund Award non-capital project (#700040). This adjustment will increase the existing budget of the LHTF non-capital project (#700040) of \$7,695,190 to \$10,018,940. Projects identified to receive funding from this grant are Mercy Housing's affordable housing project, Pleasant Grove Apartments, and Hampstead Partner's workforce housing project, Prospera at Fiddymont Apartments.



REQUEST FOR BUDGET ADJUSTMENT

Updated 12/1/2023

REQUESTER NAME & TITLE:	Claudia Carreno Management Analyst	FISCAL YEAR:	2023-24
PREPARER NAME & TITLE:	Claudia Carreno Management Analyst	COUNCIL DATE (if applicable):	03/20/24
DEPARTMENT/DIVISION:	Economic Development - Housing	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5573	84001	700066	1,550,000	Increase Grants Deferred Loans for the Prohousing Incentive Pilot Program Award project
2270	5080	84001	700066	60,000	Increase Secondary Labor for the Prohousing Incentive Pilot Program Award project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				1,610,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4410	84001	700066	1,610,000	Increase revenue for the Local Housing Trust Fund Award
REVENUES/TRANSFERS INTOTAL				1,610,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

The City of Roseville was awarded a Prohousing Incentive Pilot program (PIP) state grant totaling \$1,610,000 to fund housing related projects and programs that assist in addressing the unmet housing needs of the local community. Staff recommends that the City Council authorize the City Manager to appropriate the grant in the Grants Fund (2270) Prohousing Incentive Pilot Program non-capital project (#700066). The project identified to receive funding from this grant is Mercy Housing, Pleasant Grove Apartments, for predevelopment activities.



COUNCIL COMMUNICATION

CC #: 3257
File #: 0102-10

Title: Resolution - Mike Tarczy
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 7.32.

RECOMMENDATION TO COUNCIL

Commend Mike Tarczy for his 23 years of outstanding service in Public Works Facilities and dedication to the City of Roseville, congratulate him for his many accomplishments, and wish him a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Mike Tarczy

Resolution

WHEREAS, Mike Tarczy began his career with the City as a Building Maintenance Worker I with the Central Services Department October 29, 2001; and

WHEREAS, he was promoted to a Building Maintenance Worker II on November 2, 2002; and

WHEREAS, in 2007 Mike was recognized with a Pride of Roseville for Commendation for Excellence in the Innovation Team Category for being a member of the Wellness Subcommittee of the Workforce Development Committee. The subcommittee was instrumental with developing a training to help employees understand the program and the benefit of sick leave in general, resulting in 10,000 hours of reduced sick leave; and

WHEREAS, he was promoted to Senior Building Maintenance Worker with the Central Services Department on November 16, 2013; and

WHEREAS, he was promoted to a Facilities Supervisor with the Public Works Department on June 20, 2020; and

WHEREAS, Mike remained flexible and took on job responsibilities wherever the department needed; and

WHEREAS, Mike fostered and maintained positive working relationships within the department and throughout the City to become a trusted coworker; and

WHEREAS, Mike is retiring after 23 years of honorable service, he will be greatly missed and remembered by all of his friends and coworkers, and most of all, the City's Facility Service Division.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MIKE TARCZY** be commended for his 23 years of outstanding service in Public Works Facilities and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED and APPROVED this 3rd day of April 2024.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3240
File #: 0800-03

Title: Electric Utility Rates - Roseville Municipal Code Amendment
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce an ordinance for first reading, approving amendments to Sections 14.24.040, 14.24.050, 14.24.051, 14.24.055, 14.24.077, and 14.24.079 of Chapter 14.24 of the Roseville Municipal Code. These amendments reflect the recommended rate actions by Roseville Electric Utility and includes adopting the previous temporary 8% energy surcharge as an increase to base rates on January 1, 2025, as well as implementing two 9% base rate increases across all customer types, with one on June 1, 2024, and the other on January 1, 2025.

BACKGROUND

Roseville Electric Utility's mission is to deliver safe, reliable electricity at competitive rates with exceptional service. This mission shapes how the electric utility conducts its day-to-day business operations and impacts the electric service provided to over 68,000 business and residential customers in the City of Roseville. This mission is balanced with the electric utility's ability to align operating costs with expected revenues so that the utility remains in a position of financial strength to service the community in the future. Reviewing and recommending adjustments to electric rates is essential in delivering on the utility's mission.

Rate Proposal

In recent years, Roseville Electric Utility, like many other utilities across the country, has faced unprecedented increases in energy costs. Over the last three years, energy market prices have surged by 200% to 300%. While the utility has employed various financial and risk management tools to mitigate the impact of these price fluctuations on customers, the rapid and substantial nature of these changes, combined with rising equipment and labor costs, has created significant challenges. As a result, the utility finds itself unable to maintain a balance between its revenues and expenses with the current rates in place. Without taking action on rates, the utility's projected net cash flow stands to be negative \$30.5 million in FY2024-25 and negative \$48 million in FY2025-26. Additionally, there is a need to re-build the rate stabilization fund to ensure the financial stability of the utility.

Projected power supply and generation expenses, which are expected to rise by 27% between

FY2023-24 and FY2027-28, constitute 55% of the utility's budget. These substantial increases cannot be accommodated within current revenue expectations. Consequently, Roseville Electric Utility is proposing the following rate adjustments: implementing the previous temporary 8% energy surcharge as a permanent base rate increase effective January 1, 2025, along with two consecutive 9% base rate increases across all customer categories. The initial 9% rate increase would occur on June 1, 2024, followed by the second increase on January 1, 2025, subject to council approval. The proposed rate increases are expected to ensure the financial solvency of the utility until FY2025-26, with a projected improvement in its financial position in FY2026-27 and FY2027-28.

The utility acknowledges that this proposal would disproportionately impact low-income customers. To address this concern, the rate proposal increases the current low-income program, offering a 20% discount on all electric charges. Additionally, it introduces a new permanent \$15 per month reduction to the base charge for all customers enrolled in the low-income and medical support programs. The approximate cost of implementing these programs is estimated at \$800,000 per year, which will be covered by State-mandated public benefits funds designated specifically for energy efficiency, research and development, and low-income programs.

The proposed rate increases are detailed below.

June 1, 2024:

Customer Type	Rate Increase	Average Monthly Bill
Residential	9%	\$142
Small Commercial	9%	\$195
Medium Commercial	9%	\$3,783
Large Commercial	9%	\$37,005
Industrial	9%	\$126,035

January 1, 2025:

- Permanent adoption of the 8% energy surcharge

Customer Type	Rate Increase	Average Monthly Bill
Residential	9%	\$154
Small Commercial	9%	\$212
Medium Commercial	9%	\$4,123
Large Commercial	9%	\$40,336
Industrial	9%	\$137,378

PUBLIC OUTREACH AND CUSTOMER FEEDBACK

Roseville Electric Utility's rate increase proposal involved extensive public outreach efforts. As a community-owned utility, fostering collaboration with customers is a fundamental aspect of our approach. We provided numerous opportunities for engagement, ensuring that customer feedback played a central role in shaping the proposed rate changes. Key outreach events and communication channels included:

- Public Workshops (3)
- Roseville Coalition of Neighborhood Associations (RCONA)
- Roseville Chamber of Commerce
- Largest Electric Customers / Key Accounts
- Roseville Electric Utility webpage

- Social media (Facebook and Nextdoor)

Throughout our public outreach, customer feedback centered on a few common concerns:

- General cost increase throughout the economy.
- Appreciation of Roseville's reliability.
- Questions regarding long term energy increases.

FISCAL IMPACT

The proposed rate changes will result in approximately \$80.6 million in additional revenue for the Electric Fund from FY2023-24 to FY2025-26, and an additional \$48.6 million in FY2026-27 and \$49.1 million in FY2027-28. The proposed change aligns the revenues collected from customers with the costs of operating the utility to maintaining financial strength and stability, consistent with City Council priorities.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Joanna Cucchi, Interim Electric Utility Financial Administrator

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

RMC edits - REDLINE

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTIONS 14.24.040, 14.24.050, 14.24.051, 14.24.055, 14.24.077, AND 14.24.079 OF
CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING ELECTRICAL ENERGY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.040 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.040. Residential rates.

A Effective ~~January~~ June 1, 20~~24~~22, the residential rate applied to service within a monthly billing period and charged to residential customers shall be as follows:

1. For each residential customer meter:

- a. Basic service charge: a basic service charge of \$30.00 per meter, per billing month.
- b. Energy charge applied to electricity consumption in kWh in accordance with the following tiers:
 - i. Tier 1—Up to 500 kWh: \$0.~~0959~~ 1176 per kWh;

ii. Tier 2—Greater than 500 kWh: \$0.~~1452~~1568 per kWh.

c. California renewable energy requirement surcharge: \$0.0056 per kWh.

d. California greenhouse gas emission reduction requirement surcharge:
\$0.0002 per kWh.

e. Hydroelectric adjustment: the annually adjusted charge or credit on
residential billings that will be applied from July 1st to June 30th each
fiscal year, as provided in Section 14.24.052 of this chapter.

f. Energy cost surcharge: effective February 1, 2023 to December 31, 2024
an energy cost surcharge of \$0.01354 per kWh on residential metered
energy. The energy cost surcharge is not applicable to senior citizen rate
reduction, low-income rate reduction, and medical support rate reduction
customers.

B. Effective January 1, 202~~3~~5, the residential rate applied to service within a monthly billing
period and charged to residential customers shall be as follows:

1. For each residential customer meter:

a. Basic service charge: a basic service charge of \$30.00 per meter, per
billing month.

b. Energy charge applied to electricity consumption in kWh:

i. Tier 1—Up to 500 kWh: \$0.1469~~0989~~ per kWh;

ii. Tier 2—Greater than 500 kWh: \$0.1912~~468~~ per kWh.

- c. California renewable energy requirement surcharge: \$0.0056 per kWh.
- d. California greenhouse gas emission reduction requirement surcharge: \$0.0002 per kWh.
- e. Hydroelectric adjustment: the annually adjusted charge or credit on residential billings that will be applied from July 1st to June 30th each fiscal year, as provided in Section 14.24.052 of this chapter.
- f. ~~Energy cost surcharge: effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$0.01354 per kWh on residential metered energy. The energy cost surcharge is not applicable to senior citizen rate reduction, low income rate reduction, and medical support rate reduction customers.~~

SECTION 2. Section 14.24.050 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.050. General service rates.

- A. Effective ~~January~~ June 1, 202~~3~~4, the general service rates applied to service within a monthly billing period and charged to general service customers shall be as follows:
 - 1. Small General Services (GS-1) Rate. The GS-1 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$44.00 per meter, per month
Energy Charge	
Winter	\$0. 1017 <u>1150</u> per kWh
Summer	\$0. 1181 <u>1330</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$0.01235 per kWh.

2. Medium General Service (GS-2) Rate. The GS-2 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$65.00 per meter, per month
Demand Charge	\$6.16 per kW
Energy Charge	
Winter	\$0. 1066 <u>1186</u> per kWh
Summer	\$0. 1282 <u>1427</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh

Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$0.01143 per kWh.

3. Large General Service (GS-3) Rate. TOU rates are mandatory for all customers receiving service in the GS-3 rate classification. Customers not having the necessary equipment to meter consumption on a TOU basis will be charged at the GS-2 rate until the necessary equipment is installed. Customers with facilities where the necessary TOU equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be billed at the GS-2 rate. Discounts for primary services are provided pursuant to Section 14.24.050(D).

The GS-3 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$561.00 per meter, per month
Demand Charge	
Winter	\$6.60 per kW
Summer	\$11.57 per kW
Energy Charge	
Winter	
Off Peak	\$0. 0717 <u>0801</u> per kWh
On Peak	\$0. 0936 <u>1045</u> per kWh
Super Peak	\$0. 0936 <u>1045</u> per kWh

Summer	
Off Peak	\$0. 0936 <u>1045</u> per kWh
On Peak	\$0. 1153 <u>1287</u> per kWh
Super Peak	\$0. 1480 <u>1652</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$0.00992 per kWh.

4. Very Large General Service (GS-4) Rate. TOU rates are mandatory for all customers receiving service in the GS-4 rate classification. Discounts for primary services are defined in Section 14.24.050(D).

The GS-4 TOU monthly rates on monthly billings will be as follows:

Basic Service Charge	\$641.00 per meter, per month
Demand Charge	
Winter	\$6.71 per kW
Summer	\$11.51 per kW
Energy Charge	
Winter	

Off Peak	\$0. 0709 <u>0789</u> per kWh
On Peak	\$0. 0907 <u>1009</u> per kWh
Super Peak	\$0. 0907 <u>1009</u> per kWh
Summer	
Off Peak	\$0. 0924 <u>1028</u> per kWh
On Peak	\$0. 1122 <u>1249</u> per kWh
Super Peak	\$0. 1469 <u>1635</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$0.00843 per kWh.

B. Effective January 1, ~~2022~~2025, the general service rates applied to service within a monthly billing period and charged to general service customers shall be as follows:

1. Small General Service (GS-1) Rate. The GS-1 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$44.00 per meter, per month
Energy Charge	
Winter	\$0. 0995 <u>1422</u> per kWh
Summer	\$0. 1156 <u>1642</u> per kWh

California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

2. Medium General Service (GS-2) Rate. The GS-2 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$65.00 per meter, per month
Demand Charge	\$6.16 per kW
Energy Charge	
Winter	\$0. 1047 <u>1433</u> per kWh
Summer	\$0. 1258 <u>1724</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

3. Large General Service (GS-3) Rate. TOU rates are mandatory for all customers receiving service in the GS-3 rate classification. Customers not having the necessary equipment to meter consumption on a TOU basis will be charged at the

GS-2 rate until the necessary equipment is installed. Customers with facilities where the necessary TOU equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be billed at the GS-2 rate. Discounts for primary services are provided pursuant to Section 14.24.050(D).

The GS-3 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$561.00 per meter, per month
Demand Charge	
Winter	\$6.60 per kW
Summer	\$11.57 per kW
Energy Charge	
Winter	
Off Peak	\$0. 0699 <u>0975</u> per kWh
On Peak	\$0. 0913 <u>1272</u> per kWh
Super Peak	\$0. 0913 <u>1272</u> per kWh
Summer	
Off Peak	\$0. 0913 <u>1272</u> per kWh
On Peak	\$0. 1125 <u>1566</u> per kWh
Super Peak	\$0. 1444 <u>2010</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

4. Very Large General Service (GS-4) Rate. TOU rates are mandatory for all customers receiving service in the GS-4 rate classification. Discounts for primary services are defined in Section 14.24.050(D).

The GS-4 TOU monthly rates on monthly billings will be as follows:

Basic Service Charge	\$641.00 per meter, per month
Demand Charge	
Winter	\$6.71 per kW
Summer	\$11.51 per kW
Energy Charge	
Winter	
Off Peak	\$0. 0691 <u>0950</u> per kWh
On Peak	\$0. 0884 <u>1215</u> per kWh
Super Peak	\$0. 0884 <u>1215</u> per kWh
Summer	
Off Peak	\$0. 0901 <u>1238</u> per kWh
On Peak	\$0. 1094 <u>1504</u> per kWh
Super Peak	\$0. 1432 <u>1969</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

- C. Aggregation of Demand. Accounts with multiple GS-3 service, or a combination of GS-3 and GS-4 service that combine to exceed 1,000 kW of billed demand in any six months of the prior calendar year will receive a discount of \$0.003 per kWh on the GS-3 service total monthly billed energy.
- D. Primary Service. Service provided at 12,000 volts or higher under delivery arrangements approved by Roseville Electric shall receive a discount of two percent of the energy and demand charges.
- E. Contract Rates. The city reserves the right to negotiate and provide, by contract, service at rates other than those specified in the municipal code.
- F. Standby Service Rate.

1. Applicability. This service is applicable to any general service customer who utilizes, in whole or in part, generating facilities, as defined in Roseville Electric Rule 21 standards for interconnection, other than solar, wind or solar/wind hybrid customer-owned generating facilities, to supply all or part of such customer's power requirements, and where:

- a. Based upon the manufacturer's nameplate rating the generating facilities do not exceed 100 percent of their projected demand as determined by Roseville Electric.
- b. Pursuant to Rule 21 standards for interconnection, generating facilities are connected to the city's electrical distribution system. The customer shall not operate such customer-owned generating facilities in parallel with the

city's electrical system unless otherwise approved in advance by Roseville Electric.

An interconnection agreement between the city and customer is required for service under this rate, when the customer-owned generating facilities are interconnected with the city's electrical system.

2. Effective January 1, 2017 the standby service charge (\$/kW of "rated capacity" per month) shall be as follows:

Secondary voltage	\$6.71
Primary voltage	\$6.58

"Rated capacity" is a fixed kilowatts value determined by the manufacturer's rating of the generator unit. In addition to the auxiliary or standby service rate, the city will continue to bill for all applicable charges under the appropriate rate schedule, including, but not limited to, basic service, energy and demand charges.

- G. Demand/kWh Criteria. Service provided under general service rates shall be periodically evaluated for compliance with rate classification monthly demand and/or kWh criteria. If the monthly demand and/or kWh criteria are not satisfied, the service may be transferred to the appropriate general service rate effective with the next available billing cycle. Exceptions are at the discretion of Roseville Electric or by a customized customer contract (if applicable). Compliance with monthly demand/kWh criteria shall be determined in accordance with Section 14.24.020 rate classification.

H. Advanced Metering Service Charge. The advanced metering service charge is required for all GS-2 customers who have access to the city's online energy profiler system. GS-2 service, whose maximum demand is equal to or greater than 250 kW in two or more summer months (as defined in Section 14.24.021) in the prior calendar year, will receive a special load profile meter, and the ability to remotely access usage data. Customers with facilities where the necessary metering equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be exempted from this charge. The city will charge a monthly service fee of \$42.00 to cover maintenance, software support and related expenses.

SECTION 3. Section 14.24.051 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.051. Customer-owned solar and wind electric generation rates.

A. Net Metering Rate. For solar, wind, and/or solar/wind hybrid electric generation located on the premises of the end user customer-generator, where the customer-generator's own electricity demand is located, interconnected behind the electric meter of record:

1. Net metering is available for solar, wind, and/or solar/wind hybrid electric generation systems, where the generating system meets no more than 100 percent of the customer-generator's annual energy (kWh) usage but is less than or equal to 1,000 kW, as defined in Roseville Electric Rule 21 standards for interconnection.

2. The solar and/or wind electric generating system must operate in parallel with the city's electric utility system, and designed to offset part of but no more than 100 percent of the customer-generator's meter of record total annual kilowatt-hour electric load.
3. All eligible customer-generators receiving service under net metering rates shall pay all applicable electric monthly basic service charges and other charges identified by state law and/or city ordinance as a mandatory charge according to the terms and conditions of the rate which the customer-generator would be assigned to, or be eligible for, if the customer-generator was not an eligible customer-generator over a normal billing cycle.
4. The net metering solar, wind, and/or solar/wind hybrid electric generation rate on billings shall be as follows:
 - a. For all net metering customer-generators, any net surplus kilowatt-hours generated during the previous billing cycle shall be carried over to the following billing period as a monetary value, calculated according to the customer-generator's applicable rate based energy charge. Net credit values will be offset by future energy charges or will appear as a net dollar based surplus energy value at the end of the customer-generator's annual period.
 - b. For eligible NM-1 customer-generators who are net generators at the end of their annual period, the net energy surplus compensation rate shall be applied to any net surplus kWh remaining.

- c. Eligible customer-generators will receive compensation for the annual surplus as a credit applied toward the next annual period, unless the customer elects to receive surplus compensation by check.
- 5. For all other net metering customer-generators, any monetary credits associated with net annual energy surplus generation at the end of the customer-generator's annual period shall have no value.
- 6. All net metering customer generators will receive annualized billing, with any monthly credits valued at the applicable tariff energy value.
- 7. For energy payments due within any monthly billing period where an amount, or net amount, is due for energy consumption:
 - a. NM-1 Net Metering Rate with Surplus. The customer-generator has the option to pay any amount due for net energy consumption, or defer payment for net energy consumption until the end of the annual period, or cessation of city provided electric service.
 - b. All Other Net Metering Customers. The customer-generator must pay any amount due for net energy consumption upon receipt of the monthly bill.
- 8. Net Metering Rate with Surplus (NM-1). The NM-1 rate applies to residential customer-generators and small non-residential customer-generators with a maximum yearly demand (kW) of 10 kW or less. Annual net surplus kWh for these eligible customer-generators shall be valued using the net surplus energy

compensation rate. Effective on electric service utility billings generated on or after:

a. ~~January-June 1, 2017~~June 1, 2024, the net surplus energy compensation rate shall be ~~\$0.0931~~0.1176 per kWh energy charge.

b. January 1, 2025, the net surplus energy compensation rate shall be \$0.1469 per kWh energy charge.

B. Roseville Solar 2.0 Rate. For eligible renewable generation such as solar, wind, and/or solar/wind hybrid electric located on the premises of the end user customer-generator, where the customer-generator's own electricity demand is located, interconnected behind the electric meter of record:

1. Roseville solar 2.0 is available where the generating system meets no more than 100 percent of the customer-generator's annual energy (kWh) usage but is less than or equal to 1,000 kW, as defined in Roseville Electric Rule 21 standards for interconnection.
2. The generating system must operate in parallel with the city's electric utility system, and be designed to offset part of, but no more than 100 percent, of the customer-generator's meter of record total annual kilowatt-hour electric load.
3. All eligible customer-generators receiving service under the Roseville solar 2.0 rate shall pay all applicable electric monthly basic service charges and other charges identified by state law and/or city ordinance as a mandatory charge according to the terms and conditions of the rate which the customer-generator

would be assigned to, or be eligible for, if the customer-generator was not an eligible customer-generator over a normal billing cycle.

4. The Roseville solar 2.0 rate on billings shall be as follows:
 - a. All energy (kWh) delivered and received after the customer-generator serves its own instantaneous load shall be measured by a multi-register meter.
 - b. The customer-generator will be billed consumption charges for the energy delivered to the customer by Roseville Electric Utility, based on the customer's applicable rate.
 - c. In the event the energy generated by the customer exceeds the energy consumed, Roseville Electric Utility will receive that energy and the customer will receive a credit which shall be compensated at the surplus energy compensation rate.
 - d. The customer-generator must pay any amount due for energy consumption upon receipt of the monthly bill.
5. Roseville Solar 2.0 Rate. The Roseville solar 2.0 rate applies to eligible customer-generators. Monthly customer generated kWh received by the utility shall be compensated at the surplus energy compensation rate:
 - a. The surplus energy compensation rate shall be \$0.0598 per kWh. This rate is subject to revision by the city council as energy prices and system requirements change.

- C. For customer-generators where the generating system is over 1,000 kW, the surplus energy compensation rate will be determined on a case-by-case basis.
- D. The customer must comply with conditions and terms set forth by the city and Roseville Electric Rule 21 requirements for safe and efficient interconnection with the city's electrical system.

SECTION 4. Section 14.24.055 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.055. Outdoor, street lighting, traffic signal, and electric vehicle charging rates.

- A. Outdoor Lighting Rate. All unmetered service including outdoor lighting service, will be charged in accordance with engineering determinations made by Roseville Electric. Service furnished under this rate may be discontinued at any location where the city's overhead facilities are relocated, converted to underground, or the space on the pole utilized by the light is needed by the city for other facilities. [The outdoor lighting the monthly billing will be as follows:](#)

[1. Effective June 1, 2024.](#)

Rate Code	Rate (\$/month)
FL03	\$7.86 <u>8.57</u>
FL14	\$52.99 <u>57.76</u>

Rate Code	Rate (\$/month)
FL23	\$137.89 <u>150.30</u>
FL27	\$377.98 <u>412.00</u>
100W Sodium Vapor	\$6.02 <u>6.56</u>
175W Mercury Vapor	\$8.93 <u>9.73</u>
200W Sodium Vapor	\$13.32 <u>14.52</u>
400W Mercury Vapor	\$20.66 <u>22.52</u>
400W Sodium Vapor	\$20.66 <u>22.52</u>

2. Effective January 1, 2025.

<u>Rate Code</u>	<u>Rate (\$/month)</u>
<u>FL03</u>	<u>\$9.97</u>
<u>FL14</u>	<u>\$67.20</u>
<u>FL23</u>	<u>\$174.86</u>
<u>FL27</u>	<u>\$479.32</u>
<u>100W Sodium Vapor</u>	<u>\$7.63</u>
<u>175W Mercury Vapor</u>	<u>\$11.32</u>
<u>200W Sodium Vapor</u>	<u>\$16.89</u>
<u>400W Mercury Vapor</u>	<u>\$26.20</u>
<u>400W Sodium Vapor</u>	<u>\$26.20</u>

- B. Street Lighting Rate. Consumption on city-owned streetlights is not metered. The base charge is set using estimated consumption. For the city-owned street lighting account, the monthly billing will be as follows:

1. Base Charge.

- a. Effective ~~January~~ June 1, ~~2022~~ 2024, a charge of ~~\$17,539.08~~ \$19,499.96 per month.
- b. Effective January 1, ~~2023~~ 2025, a charge of ~~\$17,889.87~~ \$22,686.14 per month.

- C. Traffic Signal Rate. For all city-owned traffic signal electric service, the monthly billing will be as follows:

1. Effective ~~January~~ June 1, ~~2022~~ 2024.

Customer Charge	\$34.41 <u>\$35.10</u> per meter, per month
Energy Charge	\$0.0339 <u>\$0.0451</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

2. Effective January 1, 2023.

Customer Charge	\$35.10 per meter, per month
Energy Charge	\$0.0345 <u>\$0.0604</u> per kWh

California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

D. City-Owned Electric Vehicle Charging Rate.

- a. Effective June 1st, 2024 the rate Ffor city-owned electric vehicle charging stations,~~the rate~~ will be ~~\$0.15~~0.1635 per kWh plus associated vendor fees (which may change without notice according to vendor terms and conditions).
- b. Effective January 1st, 2025 the rate for city-owned electric vehicle charging stations will be \$0.1902 per kWh plus associated vendor fees (which may change without notice according to vendor terms and conditions).

E. Pole Attachment Rate. This rate applies to general service accounts attached to unmetered Roseville assets where the consumption of electricity is small or can be predetermined with reasonable accuracy by reference to the capacity of equipment served and the hours of operation. Roseville Electric will calculate electricity consumption in lieu of providing metering equipment.

1. Effective ~~January~~ June 1, ~~2022~~2024.

Basic Service Charge	\$10.49 <u>13.28</u> per attachment, per month
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Energy Charge	\$ 0.1160 <u>1431</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh

2. Effective January 1, ~~2023~~ 2025.

Basic Service Charge	\$ 10.70 <u>13.28</u> per attachment, per month
Energy Charge	\$ 0.1184 <u>1570</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh

- F. All rates in subsection A of this section will increase or decrease at the same percentage as the percentage change applied to the rates for the GS-1 rate classification.
- G. Energy Cost Surcharge: effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$0.00350 per kWh will be applied to all metered energy by customers defined in this section.
- H. Energy Cost Surcharge: effective February 1, 2023 to December 31, 2024 an energy cost surcharge of \$1431.19 per month will be applied to the Street Lighting rate defined in this section.

SECTION 5. Section 14.24.077 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.077. Medical support rate reduction.

- A. Any person who requires an in-home medical support device and is paying for service at standard residential rates may apply for the following residential rate: Effective January 1, 2004 all qualifying persons who are eligible to receive the medical support rate reduction shall receive a reduction equal to 50 percent of charges calculated using standard residential rates for the first 500 kWh of usage per monthly billing period and ~~15~~²⁰ percent of charges for all charges calculated using standard residential rates for usage in excess of 500 kWh. Effective June 1, 2024, all qualifying persons who are eligible to receive the medical support rate reduction shall receive a \$15.00 reduction to the monthly the basic service charge.
- B. Applications for reduced rates shall be made on forms supplied by the city and shall be submitted to utility customer care who shall review the applications and determine eligibility for reduced rates. The application shall be executed under penalty of perjury and be accompanied by the statement of a treating physician certifying the need for the in-home medical support device. The reduced rate shall terminate in the event the person requiring the use of the in-home medical support device no longer resides at the residential address receiving electricity at reduced rates. Persons who have been qualified to receive the

reduced rate shall submit such documentation as the utility director ~~finance director~~ may specify annually thereafter to certify continuing qualification as required by this section.

- C. For the purposes of this section, a "medical support device" is defined as any medical device requiring utility-supplied electrical energy for its operation and which is regularly required to support the life of a person residing in a residential dwelling, including respirators, iron lungs, hemodialysis machines, suction machines, pressure pads and pumps, electrostatic and ultrasonic nebulizers, IPPB machines, electric nerve stimulators, aerosol tents, compressors and motorized wheelchairs. A "medical support device" shall also include electric heating or air conditioning for paraplegic, hemiplegic and quadriplegic persons and electric heat or air conditioning for persons with multiple sclerosis.
- D. For the purposes of this section, a "qualifying person" is defined as any person having a verifiable gross annual income of no greater than that specified by the U.S. Department of Housing and Urban Development as "low income" for Placer County.
- E. The utility director may adopt such rules and regulations, consistent herewith, which he deems necessary to properly carry out the provisions of this section.

SECTION 6. Section 14.24.079 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.079. Low-income rate reduction.

- A. Effective July 1, 1998, any household with a total income no greater than 200 percent of the Federal Poverty Level (FPL) issued by the Department of Health and Human Services (HHS) may apply for a ~~15~~20 percent rate reduction of all charges in the standard residential rate. Applications for reduced rates shall be on forms supplied by the city. All information required to be given on such forms shall be supplied by the applicant on behalf of the household under penalty of perjury. Effective June 1, 2024, all qualifying persons who are eligible to receive the low-income rate reduction shall receive a \$15.00 reduction to the monthly the basic service charge.
- B. Reduced rates shall be granted to qualifying household which file applications with the utility director~~director of finance~~. A change of address terminates the special rate provided in this section, but a new application at a new address may be made and the reduced rate shall be allowed, if the requirements set out in this section are satisfied.
- C. For the purposes of this section, a "qualifying household" is defined as any household with a verifiable gross household income no greater than 200 percent of the Federal Poverty Level (FPL) issued by the Department of Health and Human Services (HHS).
- D. This rate reduction replaces the senior citizen rate reduction in Section 14.24.075 for new applicants. Current senior citizen rate reduction participants may choose to remain on the existing senior reduced rate or apply for the low-income rate reduction.
- E. No household may participate in more than one city electric rate reduction program concurrently

SECTION 7. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 8. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3252

File #: 0400-02 & 0400-04-04-2

Title:	Zoning Ordinance/North Central Roseville Specific Plan Text Amendment - Regional Commercial
Contact:	Eric Singer 916-774-5536 ejsinger@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 9.1.

RECOMMENDATION TO COUNCIL

At the February 8, 2024 Planning Commission hearing, the Planning Commission recommended that the City Council take the following actions:

1. Adopt the two (2) findings of fact and introduce for first reading an Ordinance Amending Section 19.12.020 of the Roseville Municipal Code regarding Commercial Use Types; and
2. Adopt a resolution approving text amendments to the North Central Roseville Specific Plan.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the February 8, 2024 Planning Commission hearing. A more detailed background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

Summary Evaluation

The project is a city-initiated update to Title 19 (Zoning Ordinance) of the Roseville Municipal Code (RMC) Section 19.12.020 (Commercial Use Types) to add multi-family residential uses as a permitted use within the Regional Commercial zone district provided units have been allocated within a Specific Plan, and a text amendment of the North Central Roseville Specific Plan to add multifamily uses as a permitted use within the Regional Commercial land use designation. The only areas in the City zoned Regional Commercial are the Westfield Galleria at Roseville, the adjacent Creekside Town Center, the Roseville Auto Mall, and the commercial centers across Sunrise Avenue from the Roseville Auto Mall.

Staff has identified a need to update the list of permitted uses to include multi-family residential for Regional Commercial land uses in the North Central Roseville Specific Plan, which includes the Westfield Galleria and the Creekside Town Center. While these parcels remain a strong regional retail destination, further diversifying permitted uses will allow these sites flexibility when planning

future development. The revision to the Zoning Ordinance includes language that stipulates multi-family residential uses are only allowed if units have been allocated to the site within the Specific Plan. No units are proposed for allocation at this time and there is currently no residential development project proposed.

Although no housing is currently proposed, adding multi-family residential as an allowed use to the Regional Commercial Zone District could also help fulfill the City's future Regional Housing Needs Allocation (RHNA). The removal of land use barriers and/or permit streamlining provides additional opportunity for housing development, and have the potential to provide RHNA credit. This proposed project would remove a land use barrier, given that multifamily residential is currently not a permitted use in the Regional Commercial Zone District. Similarly, the recently-adopted Corridor Specific Plans (Douglas-Harding, Douglas-Sunrise, and Atlantic Street) provided RHNA credit as a result of streamlining actions for multifamily housing, particularly in commercial districts.

Additionally, staff noticed an error in the Commercial Zone Permitted Uses Table which is proposed for correction. In an amendment to Title 19, approved in 2023, table note 14 was added to residential use types, but in the completed ordinance was accidentally omitted from the multi-family use type. The proposed amendments include adding this table note. A memorandum explaining the correction is included as Attachment 2.

Planning Commission Hearing

The proposed amendments were considered by the Planning Commission on February 8, 2024. There were no public comments at the hearing. Planning Commissioners inquired about the affordability levels of any future housing, and staff indicated that the type of any future housing would be market-driven, though the City's General Plan Policy requiring 10% of new units be affordable would apply.

Commissioners also asked whether there were height restrictions for development, and staff indicated that the zone district includes a height limitation of 50 feet, but that if a project is appropriately designed the standard can be modified through Design Review or Major Project Permit processes. The Planning Commission unanimously recommended City Council approve the proposed amendments (7-0-0).

FISCAL IMPACT

The project has no impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The proposed Zoning Ordinance and Specific Plan amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. The project merely adds a potential use type to the list of permitted uses on land where a wide array of high-intensity urban uses are already permitted, and the property affected is already fully developed with high-intensity urban uses (a regional mall and other large shopping centers). 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

Goal F - Invest in well-planned infrastructure and growth

The adoption of the proposed amendments supports the City's Strategic Plan goal to invest in well-planned infrastructure and growth because it expands opportunities for housing and ensures key commercial areas of the City have the flexibility to respond to market trends.

Respectfully Submitted,

Eric Singer, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Planning Commission Staff Report

Attachment 2 Staff Memorandum

Title 19 Amendments

Resolution 24-088

**ITEM 6.2: ZONING ORDINANCE/NORTH CENTRAL ROSEVILLE SPECIFIC PLAN TEXT
AMENDMENT - REGIONAL COMMERCIAL – CITYWIDE – PL23-0317**

REQUEST

The project is a city-initiated update to Title 19 (Zoning Ordinance) of the Roseville Municipal Code (RMC) Section 19.12.020 (Commercial Use Types) to add multi-family residential uses as a permitted use within the Regional Commercial zone district provided units have been allocated within a Specific Plan, and a text amendment of the North Central Roseville Specific Plan to add multifamily uses as a permitted use within the Regional Commercial land use designation.

Applicant – City of Roseville
Owner – Citywide

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the one (1) finding of fact and recommend the City Council adopt a resolution to approve the Specific Plan Amendment.
2. Consider the two (2) findings of fact and recommend the City Council approve the Ordinance Amendment to Title 19 of the Roseville Municipal Code, Chapter 19.12.020 (Commercial Use Types).

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

The North Central Roseville Specific Plan (NCRSP) was adopted on July 5, 1990, and included designation of Specific Plan Parcels 35 and 36 as a Regional Commercial land use. The NCRSP Section 3.8, Regional Commercial Core Area, indicated that either Parcel 35 or 36 could be developed with a regional mall, and included a list of permitted uses and development standards which would apply. Since adoption, the NCRSP has been amended to include Parcel 95 as a Regional Commercial land use designation as well.

On July 25, 1995 the Planning Commission approved a Major Project Permit Stage 1 (MPP 95-01) for the development of a regional mall on Parcel 35, and subsequently approved a three-year extension of time for the project. On June 25, 1998 the Planning Commission approved a Major Project Permit Stage 2 (MPP 98-02) for the regional mall. At the time of approval, the mall was to include four anchor stores, an entertainment building (with a movie theater, book store, sporting goods, and arcade), approximately 140 in-line tenants, a food court, and seven pad buildings. A later Major Project Permit Modification to increase the size of the mall was approved by the Planning Commission on June 22, 2006 (MPP 04-02). On November 7, 2018, the City Council approved a Specific Plan Amendment (PL18-0032) to revise the list of permitted uses on the mall parcel, as well as provide updates to Section 3.8 to reflect current conditions and correct errors.

The regional mall has continued to develop and redevelop over the years, as shown by the list of projects undertaken since the mall was originally approved. Staff has identified a need to update the list of permitted uses to include multi-family residential at the mall site as well as the adjacent Regional Commercial zone districts. Societal shifts in how people shop, accelerated by the COVID-19 pandemic

and changing demographics, have compounded the issues that regional shopping centers have faced in recent years. In response to shifts in the economy and changing consumer preferences, owners of large regional malls throughout the United States have looked to reinvigorate their properties by introducing a mix of uses, including residential uses. While the Westfield Galleria at Roseville has remained a successful regional shopping destination, further diversifying permitted uses will allow the mall flexibility when planning future development.

Staff is proposing a Specific Plan Amendment to revise the list of permitted uses at the mall, as well as an update to Section 19.12.020 (Commercial Use Types) of the Roseville Municipal Code (Zoning Ordinance) to allow multi-family residential uses as permitted within the Regional Commercial zone district. The only areas in the City zoned Regional Commercial are the Westfield Galleria at Roseville, the adjacent Creekside Town Center, the Roseville Auto Mall, and the commercial centers across Sunrise Avenue from the Roseville Auto Mall. Staff is not proposing any amendments to the Specific Plan within which the Auto Mall and the adjacent commercial centers are located. The revision to the Zoning Ordinance includes language that stipulates multi-family residential uses are only allowed if units have been allocated to the site within the Specific Plan. No units are proposed for allocation at this time and there is currently no residential development project proposed.

EVALUATION

Specific Plan Amendment

Proposed amendments to a Specific Plan are analyzed for consistency with the goals and policies of the plan and with the City's General Plan, consistent with the below finding:

1. The proposed Specific Plan Amendment is consistent with the objectives, policies, general land uses, and programs of the General Plan.

The permitted uses list for the mall is found within Section 3.8 of the NCRSP. Since the use list was established more than thirty years ago, the mall marketplace has changed substantially. To increase their market capture, several successful regional shopping destinations have begun incorporating housing into their portfolios. A recent analysis by JLL (a global real estate services company) looked at the redevelopment of 153 mall redevelopments across the United States and found that 54 percent include housing as a new use. The ownership group for the Westfield Galleria at Roseville has maintained a flexible approach to changing market trends. The mall has shifted toward being more of a destination retail center with the addition of amenities like the Cinemark movie theater, Round 1 bowling alley and arcade, several new restaurants, and luxury brand tenants. While there are no current or imminent plans for residential development at the mall, there is support for the inclusion of residential uses to help stay ahead of retail market trends.

There are no Specific Plan or General Plan policies that would conflict with residential use in the Regional Commercial land use designation, and the proposed use is consistent with the scope of uses permitted by the Zoning Ordinance in other Commercial zones, many of which allow residential uses.

Zoning Ordinance Amendment

Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings.

- 1. *The project is consistent with the public interest, health, safety, or welfare of the City.***
- 2. *The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The existing land use and zoning designation of the properties are Regional Commercial. The proposed changes to the Zoning Ordinance are to allow multi-family residential uses as permitted within the Regional Commercial zone district, provided the Specific Plan also allows residential uses and units are allocated. There are no Specific Plan or General Plan policies which conflict with the proposed new use, and the sites have sufficient infrastructure to support the use consistent with the Regional Commercial zone. Additionally, the proposed use is allowed in other Commercial zones. Multi-family residential uses would only be allowed on a site if units have been allocated through a Specific Plan Amendment in conjunction with any other required entitlements. As a result, parking, traffic demands, and other infrastructure required to support the proposed use would be evaluated on a project-specific basis.

For these reasons, staff finds that the project is consistent with the public interest, health, safety, or welfare of the City and that the project is consistent with the General Plan and applicable specific plans.

PUBLIC OUTREACH

Staff discussed these updates at the Roseville Coalition of Neighborhood Associations (RCONA) General Board meeting of January 18, 2024 and also posted a general notice of the Project on the RCONA website on the same date. RCONA Board members had one question regarding whether the proposed amendments are due to state housing requirements. Staff indicated that while it's possible the City could receive credit for any housing resulting from these changes, the purpose of the project is to be proactive and ensure the Westfield Galleria has the flexibility to respond to market trends. To date, no other comments or concerns have been received. A public hearing notice was published in the Press Tribune a minimum of 10 days prior to the public hearing and was posted on the RCONA website.

ENVIRONMENTAL DETERMINATION

The proposed Zoning Ordinance and Specific Plan amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Consider the findings of fact as stated in the staff report and recommend the City Council adopted a resolution to approve the **NORTH CENTRAL ROSEVILLE SPECIFIC PLAN AMENDMENT – REGIONAL COMMERCIAL – CITYWIDE – PL23-0317**; and
- B. Consider the findings of fact as stated in the staff report and recommend City Council approve the **ORDINANCE AMENDMENT – REGIONAL COMMERCIAL – CITYWIDE – PL23-0317**.

Exhibits

- A. North Central Roseville Specific Plan Redlines
- B. Zoning Ordinance Redlines (RMC 19.12.020)

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.



DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

MEMORANDUM

To: Planning Commission
From: Lauren Hocker, Senior Planner

Date: February 6, 2024

Re: Item 6.2 – Zoning Ordinance/North Central Roseville Specific Plan Text Amendment – Correction to Zoning Ordinance Commercial Zone Districts Permitted Uses, File #PL23-0317

The purpose of this Memorandum is to provide the Planning Commission with a recommendation from staff to correct an error within Roseville Municipal Code Section 19.12.020 (Permitted Use Types), in the Commercial Zone Districts Permitted Uses table. This table was amended last year as part of the annual Zoning Ordinance update to include a new table note 14. As was explained within the staff report for 2023 update project, the note “clarifies that, in addition to a Conditional Use Permit, **residential uses** [emphasis added] on commercial sites will require a Unit Transfer or Specific Plan Amendment if there are no units allocated or fewer allocated to the commercial site than are proposed.” Although all the materials made it clear this note was to apply to all residential uses permitted with a CUP, an error in the final version of the amendments resulted in table note 14 being dropped from the multifamily use type.

Since the currently proposed project amends the same section of the Commercial Zone Districts Permitted Uses table, staff is requesting Planning Commission recommend the error be corrected by adding table note 14 to the Multi-Family use type, as shown below. For context, all three table notes affiliated with this section are also included below, including proposed new note 15.

Multi-Family ^(13, 14)	-	CUP/A	CUP/A	-	-	P⁽¹⁵⁾	P
Single-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Two-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P

(13) Multi-family uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a non-profit organization, and a non-profit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.

(14) For sites within a specific plan, residential units are only permitted with a CUP if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or specific plan Amendment is required in addition to the CUP.

[\(15\) Multi-family units are permitted by right in the RC zone district if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or specific plan Amendment will be required.](#)

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
19.12.020 OF CHAPTER 19.12 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING COMMERCIAL ZONES PERMITTED USE TYPES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.12.020 of Chapter 19.12 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.12.020 Permitted Use Types.

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

- A.** Principally permitted use, designated as “P”;
- B.** Conditionally permitted use, designated as “CUP”; and
- C.** Administratively permitted use, designated as “A.”

Refer to the Downtown Code for permitted uses within the CBD and HD zones.

COMMERCIAL ZONE DISTRICTS PERMITTED USES

	BP	NC	CC	GC	HC	RC	CMU
AGRICULTURAL AND OPEN SPACE USE TYPES							
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP	P
Resource Related Recreation	P	P	P	P	P	CUP	P
CIVIC USE TYPES							
Community Assembly	CUP	P	P	P	-	-	P
Community Services	P	CUP	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P
Hospital Services							
General Hospital Services	-	-	CUP	CUP	-	-	P
Psychiatric Hospital Services	-	-	CUP	CUP	-	-	P
Libraries and Museums, Private	-	CUP	P	P	P	P	-

	BP	NC	CC	GC	HC	RC	CMU
Public Parking Services	P	P	P	P	P	P	P
Schools							
College and University	A	-	P	P	-	P	P
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	-	-	P
Social Services							
Emergency Shelter ⁽⁵⁾	-	-	-	CUP	CUP	-	CUP
Food Distribution ⁽³⁾	-	-	-	A/CUP	A/CUP	-	A/CUP
Food Service ⁽⁴⁾	-	-	-	A/CUP	A/CUP	-	A/CUP
Power Generating Facilities ⁽⁹⁾							
Emergency	A	A	A	A	A	A	A
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P

	BP	NC	CC	GC	HC	RC	CMU
RESIDENTIAL USE TYPES							
Accessory Dwelling Units ⁽¹¹⁾	-	P	P	P	P	-	P
Caretaker/Employee Housing	-	CUP	CUP	CUP	CUP	CUP	P
Community Care Facilities, Small	P	P	P	P	-	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	-	CUP	P
Dwelling ⁽¹⁰⁾							
Multi-Family ^(13,14)	-	CUP/A	CUP/A	-	-	P ⁽¹⁵⁾	P
Single-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Two-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Family Day Care Home, Small	P	P	P	P	-	P	P
Family Day Care Home, Large	-	CUP	CUP	CUP	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Single Room Occupant	-	-	-	-	-	-	CUP
Low-Barrier Navigation Centers	-	-	-	-	-	-	P
COMMERCIAL USE TYPES							
Adult-Oriented Businesses ⁽²⁾	-	-	-	P	-	P	P
Animal Sales and Service							
Grooming and Pet Stores	-	P	P	P	-	P	P
Kennels	-	-	-	CUP	CUP	CUP	P
Veterinary Clinic	-	CUP	P	P	-	-	P
Veterinary Hospital	-	-	CUP	CUP	-	-	P
Automotive and Equipment							
Automotive Body and Equipment Repair	-	-	-	CUP	-	CUP	CUP

	BP	NC	CC	GC	HC	RC	CMU
Automotive Rentals	-	-	-	P	P	P	P
Automotive Repairs	-	-	CUP	P	P	P	P
Automotive Sales	-	-	CUP	P	-	P	P
Car Wash and Detailing	-	-	CUP	P	-	P	P
Commercial Parking	P	-	-	P	P	-	P
Electric Vehicle Charging Center ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Fuel Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Heavy Equipment Rental and Sales	-	-	-	P	-	P	P
Banks and Financial Services	P	P	P	P	-	P	P
Bars and Drinking Places	-	-	P	P	-	P	P
Broadcasting and Recording Studios	P	-	-	P	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Building Material Stores	-	-	CUP	P	-	P	P
Business Support Services	P	-	P	P	-	-	P
Commercial Recreation							
Amusement Center	-	CUP	P	P	-	P	P
Indoor Entertainment	-	-	P	P	-	P	P
Indoor Sports and Recreation	-	-	P	P	-	P	P
Large Amusement Complexes	-	-	-	CUP	CUP	P	P
Outdoor Entertainment	-	-	-	CUP	-	CUP	P
Outdoor Sports and Recreation	-	-	-	P	CUP	P	P
Community Care Facility	P	P	P	P	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Day Care Center	P	P	P	P	-	P	P
Eating and Drinking Establishments							
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Convenience	P	P	P	P	P	P	P
Full Service	P	P	P	P	P	P	P
Food and Beverage Retail Sales	-	-	P	P	-	-	P
Funeral and Interment Services	-	-	P	P	-	-	P
Lodging Services	-	-	P	P	P	P	P
Long-Term Care Facility	CUP	CUP	P	P	-	-	P
Maintenance and Repair	-	P	P	P	-	-	P
Medical Services, General	P	P	P	P	P	P	P

	BP	NC	CC	GC	HC	RC	CMU
Neighborhood Commercial	P	P	-	-	-	-	P
Nightclubs ⁽⁶⁾	-	-	CUP	CUP	-	CUP	CUP
Nursery, Retail	-	-	-	P	-	P	P
Offices, Professional	P	P	P	P	-	P	P
Personal Services	P	P	P	P	P	P	P
Retail Sales and Services	-	-	P	P	P	P	P
Specialized Education and Training							
Vocational Schools	-	-	P	P	-	-	P
Specialty Schools	-	CUP	P	P	-	P	P
Storage, Personal Storage Facility	-	-	CUP	P	-	-	P
INDUSTRIAL USE TYPES							
Laundries, Commercial	-	-	CUP	CUP	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Printing and Publishing	-	-	-	CUP	-	-	P
Research Services	-	-	-	P	-	-	P
Wholesaling and Distribution, Light	-	-	-	P	-	-	P
TRANSPORTATION AND COMMUNICATION USE TYPES							
Heliport	CUP	CUP	CUP	CUP	CUP	CUP	P
Intermodal Facilities ⁽⁸⁾	CUP	CUP	CUP	CUP	CUP	CUP	P
Telecommunication Facilities ⁽⁷⁾	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P	P/A/CU P

Notes:

- (1) Reserved.
- (2) Additional requirements are contained in Chapter [19.32](#).
- (3) Additional requirements are contained in Chapter [19.40](#).
- (4) Additional requirements are contained in Chapter [19.39](#).
- (5) Additional requirements are contained in Chapter [19.38](#).

- (6) Additional requirements are contained in Chapter [19.49](#).
- (7) Additional requirements are contained in Chapter [19.34](#).
- (8) Additional requirements are contained in Chapter [19.36](#).
- (9) Additional requirements are contained in Chapter [19.55](#).
- (10) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (11) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit which has an approved CUP as defined in Sections [19.08.080](#)(F)(1) and (F)(2) (Residential Use Types). See Chapter [19.60](#) for additional accessory dwelling/junior accessory dwelling unit regulations.
- (12) A Conditional Use Permit is required for fast food with drive through establishments, fuel sales establishments, or electric vehicle charging centers contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Multi-family uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a non-profit organization, and a non-profit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.
- (14) For sites within a specific plan, residential units are only permitted with a CUP if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or specific plan Amendment is required in addition to the CUP.

(15) Multi-family units are permitted by right in the RC zone district if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or specific plan Amendment will be required.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 24-088

AMENDING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN REGARDING
PERMITTED USES ON PARCELS 35, 36 & 95

WHEREAS, the City proposes to amend the permitted uses within the North Central Roseville Specific Plan Regional Commercial Core, consisting of Parcels 35, 36 and 95, to include multi-family residential uses (Exhibit A); and

WHEREAS, changing the permitted uses table necessitates an amendment to the text related to said properties within the North Central Roseville Specific Plan (Exhibit A); and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment to the North Central Roseville Specific Plan on February 8, 2024; and

WHEREAS, on April 3, 2024, the City Council held a public hearing at which time the proposed amendment was considered; and

WHEREAS, the Specific Plan Amendment is consistent with the adopted City of Roseville General Plan, as proposed and revised; and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses, and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendments changing the permitted uses and specific plan text within the North Central Roseville Specific Plan (attached as Exhibit A) are hereby adopted.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

14. Building site design should consider alternatives to the standard "L" shape or strip building configuration. In order to strengthen the streetscape, pad sites or a portion of the main buildings should be located at the street frontage.
15. Large single-user freestanding retail commercial buildings which are not integrated in an overall pedestrian oriented site design, are generally discouraged, and shall not be the dominant form of commercial use on any parcel. Architectural design measure should be incorporated to visually reduce the bulk and large frontages often associated with such uses. All commercial uses are subject to a use permit. All community commercial parcels must be master planned for the entire site.
16. The master plan for all community commercial parcels adjacent to potential light rail corridors shall take into consideration the possible future extension of light rail, including right-of-way and station needs. The design of Parcels 31 and 32 shall consider the possible future construction of an urban interchange at the intersection of Roseville Parkway and Pleasant Grove Boulevard.
17. In addition to the other uses specified for the community commercial land use, Parcel 34 may also accommodate large users such as a junior department store, discount outlet, furniture or appliance stores, sporting goods, hotel, auto service center, movie theaters or other entertainment activities, and similar large facilities. All such uses shall be designed in accordance with the policies in this section.

3.7A HIGHWAY ORIENTED COMMERCIAL

(Parcels 48A and 55A)

The Highway 65 corridor defines the northern edge of Parcels 48A and 55A. The NCRSP freeway frontage is approximately two miles in length with the existing Harding/Stanford Ranch Road Interchange anchoring the eastern reach and the future Blue Oaks Interchange anchoring the west. At the center of the NCRSP Highway 65 frontage is the planned Pleasant Grove Interchange. This interchange will provide a major link between Roseville and Rocklin by way of Pleasant Grove Boulevard which will become Park Drive in Rocklin, and provide direct access to this highway oriented commercial parcel.

3.7 A.1 Parcel 48A and Parcel 55A Development Guidelines

Pleasant Grove Boulevard is designed to provide direct access from the Highway 65/Pleasant Grove Boulevard Interchange to Parcel 48A and Parcel 55A.

Due to freeway proximity, future buildings on Parcel 48A and Parcel 55A may be visible to SR 65 motorists. Although the mass of future buildings may be screened to some degree by the cut slopes along the edge of the right of way, the following design standards are incorporated to further soften the development edge along the SR 65 corridor of Parcel 48A and Parcel 55A:

- Commercial buildings are to be set back a minimum of 50 feet from the SR 65 right of way. Commercial parking areas, including driveways and delivery bay areas, are to be set back a minimum of 40 feet from the SR 65 right of way. Any dumpster enclosures, service entries, and/or loading dock shall be fully screened from view with a combination of block walls and landscaping.

- Setback and open areas between future buildings or parking and the freeway right-of-way are to be landscaped with a mix of trees, shrubs and ground covers. The landscape planter shall have a width of 40 feet.
- The primary tree along the SR 65 frontage shall be the Bloodgood London Plane tree planted in a staggered pattern at 30 feet on center.
- Where permitted by individual site development plans, tree planting pockets abutting the setback area should be developed between adjoining buildings or clusters of buildings or at "dead spaces" occurring within individual site development plans. The tree planting pockets are intended to introduce a rhythm of intermittent tree groves along the freeway edge.
- Approximately one third of the trees planted in the setback and pocket areas should be conifer trees for vertical scale and screening.
- All building elevations visible from the freeway should be designed to incorporate architectural detail that is sensitive to such visibility and that avoids the featureless design typically associated with "backside" facades.
- Where this commercial parcel lies adjacent to watershed open space parcels, a landscape buffer is to be installed along the abutting edge of the non-open space parcel. The minimum buffer width is 20 feet for parking and 25 feet for buildings.
- Although highway commercial parcels are not required to be master planned, considerations of internal function shall be addressed in the context of a conceptual site plan at the time a development proposal is initiated for any portion of the individual site. Where a mix of uses is anticipated for the site, particular attention shall be given to site circulation, access and parking. A clearly defined pedestrian link running parallel to the freeway is encouraged.

3.8 Regional Commercial Core Area

The commercial core area is comprised of two regional commercial sites totaling approximately 188.89 acres, (Parcels 35 and 36), and ancillary parcels adjacent to the two primary parcels (Parcels 33, 37, 38, 39, and 40). The specific policies regulating the development of Parcels 38, 39 and 40 are found under the appropriate use sections of this element. The commercial core parcels comprise core retail, service, and leisure activities that serve the entire South Placer region. Population projections indicate that the region will be able to support one large retail mall and substantial additional commercial activity at this location.

The intent is to provide a mix of land uses within the core area that will support greater diversity and more pedestrian activity than is likely to occur at a single-purpose retail center. A higher level of development intensity is encouraged than would otherwise occur at a suburban shopping center. In order to achieve this mix of uses, one of the two regional commercial sites, (Parcel 35 or 36), has been identified as a regional mall, featuring shopping, services, leisure, and other activities in a single complex. The remaining area provides in-line and pad tenant spaces for a complementary mix of uses which may include office, service, retail commercial, restaurants, leisure, and cultural facilities. This area is envisioned as the "hub" of activity in the region. The core area is characterized by tall, landmark buildings, public plazas, a distinctive pedestrian circulation system, and a diverse mix of uses.

The parcel developed as the regional mall may include the following uses:

- retail sales and services (including major department stores)
- eating and drinking establishments

- professional offices
- auto service center
- manufacturer direct-to-consumer automotive sales/leasing, for no more than one auto manufacturer, with a maximum of 5,000 square feet for a showroom within the Galleria containing no more than five (5) display vehicles, and no more than eight (8) vehicles combined for test drives/sale or lease purposes. Reserved parking spaces for such vehicles outside the display space within the Galleria shall be in a location not visible from public streets.
- banks and financial services
- child care
- movie theaters
- cultural centers, such as libraries and museums
- specialized education and training
- personal services
- multi-family residential

An alternative land use plan is proposed for the site not developed as the regional mall (Parcel 36). Parcel 36 uses may include up to sixty percent (60%) of the total gross building floor area of the site for retail commercial. The balance of the site will be used for non-retail uses such as business-professional office, hotels, restaurants, banks, child care, theaters, and other office and service commercial uses. Multiple family residential use may be considered subject to City approval of a General Plan Amendment and Specific Plan Amendment for additional units. Parcel 36 is subject to regional commercial policies as well as the business-professional and commercial policies that are appropriate to the ultimate land use mix, when such policies are applicable and do not conflict with the goals and policies of this section.

The eastern edge of Parcel 36 encompasses slope areas ranging from five (5) to twenty-five percent (25%) gradient and oak woodlands overlooking Antelope Creek. Although the site is adjacent to an area designated as a potential regional commercial center, it is not suitable for conventional office or commercial development due to the slope and tree conditions. Consequently, a majority of the slope will be included in a non-developable slope easement. Approximately 2.6 acres, designated as Parcel 33, will be accessible from a future connection from Antelope Creek Drive.

This parcel is illustrated on Figure 3-20, Slope Easement Area. The site is suitable for a restaurant, small office building, or specialty retail. The building placed on the parcel will require pedestrian access from a parking area at the top of the bluff. The building is required to be of a low profile design, not more than two stories in height on its downhill side, and must be visually integrated with the natural terrain. The height shall not exceed thirty-five feet (35') above the natural grade. Regulations relating to the development of Parcel 33 are contained in Policy 19 of this section.

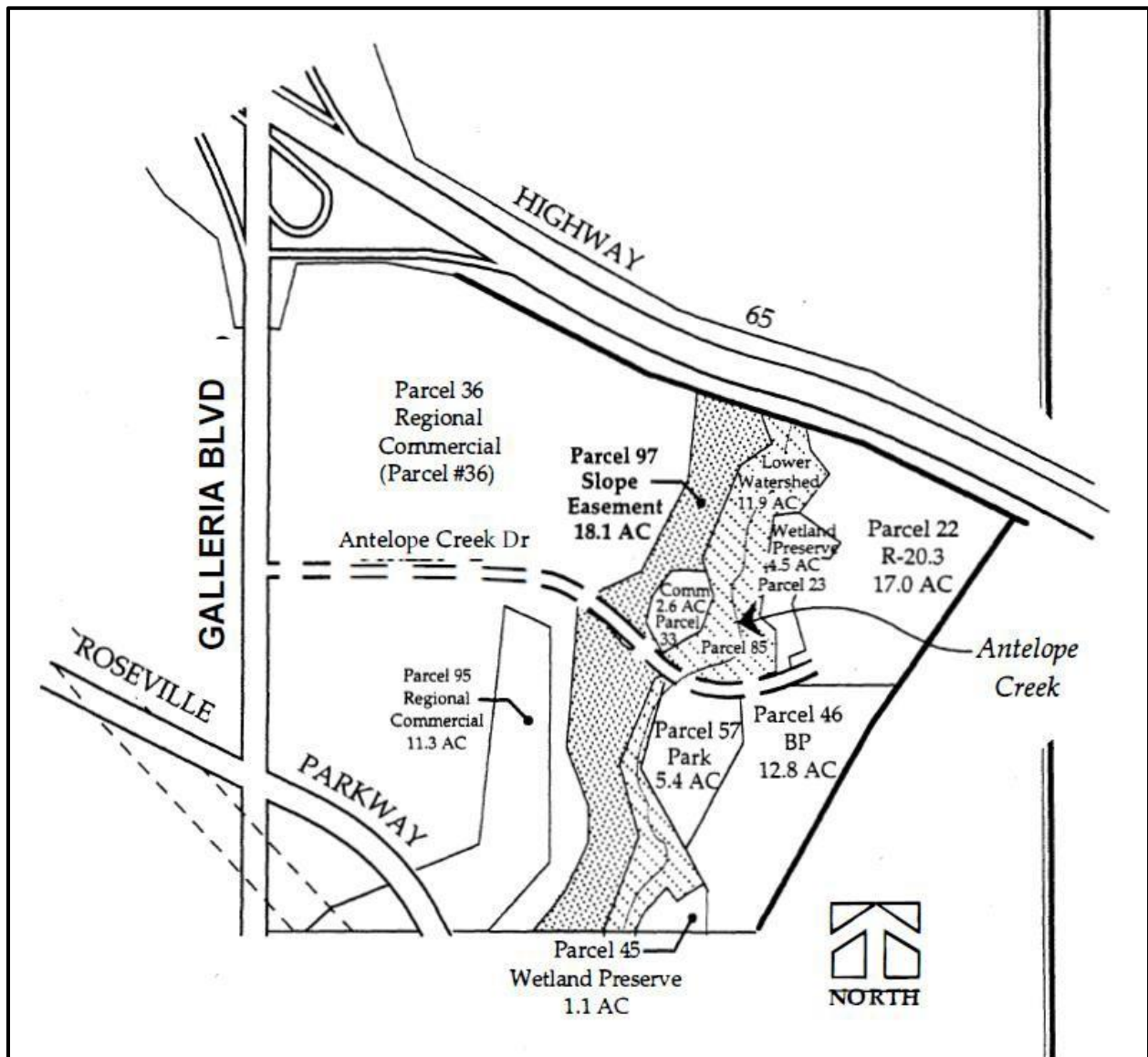


Figure 3-20: Slope Easement Area

Parcel 37 is a small commercial site of approximately five (5) acres separated from the regional commercial sites by Roseville Parkway. This site is suited for small freestanding commercial or service uses such as auto service, bank, restaurant, or small office or retail uses relating to the commercial core area. Much of the site is encumbered by a powerline easement, which limits building locations and coverage. Due to the proximity to the Roseville Parkway /Galleria Boulevard intersection, the property will be limited to right in/ right out vehicular turning movements.

The basic concept of the commercial core area is to make the two sides of Galleria Boulevard work together as a single urban complex. The features of such a complex include a highly efficient circulation system that accommodates pedestrians as well as vehicles and public transportation. A major emphasis of the core area is on the design of pedestrian spaces and connections.

The creation of an urban scale commercial core area is facilitated by the regional access that has been provided. The access is illustrated in Figure 3-21, Regional Commercial Core Circulation Diagram. The roadway system offers superior circulation for the core area via the Highway 65 /Galleria Boulevard, Atlantic Street/Eureka Road and Highway 65 /I-80 interchanges. The interchanges are supplemented by the major arterial linkages including Galleria Boulevard, Stanford Ranch Road and Roseville Parkway. The location also presents opportunities for potential future connections to regional public transit, including light rail. The site offers freeway visibility; proximity to an established and growing population base, a visually dramatic site, and a comprehensive master planning effort by the City. These factors provide a unique opportunity in the Sacramento /South Placer region to establish a "satellite downtown" complex.

The pedestrian circulation system, illustrated in Figure 3-22, Regional Commercial Core Pedestrian Circulation Diagram, will link the entire commercial core area around Galleria Boulevard. In addition, the walkways will extend to the adjacent business-professional/ commercial, business-professional, and multi-family residential uses immediately surrounding the commercial core. A connection will intersect with the planned bike trail along Antelope Creek which will link south into the developed portion of Roseville and north into Rocklin. The pathway system will have the effect of making the commercial core accessible to a larger pedestrian core area by providing safe and convenient connections.



COUNCIL COMMUNICATION

CC #: 3249

File #: 0400-04-12

Title: Sierra Vista Specific Plan Parcels FD-34 & WB-31 (1600 Westbrook Blvd. and 3250 Pleasant Grove Blvd.) - Development Agreement Amendments
Contact: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 4/3/2024

Item #: 9.2.

RECOMMENDATION TO COUNCIL

At the March 14, 2024 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

1. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Seventh Amendment to the SVSP Westpark Federico DA; and
2. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Fourth Amendment to the SVSP Westbrook Development Agreement (DA).

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the March 14, 2024 Planning Commission hearing.

Background/Project Description

The project site consists of two vacant parcels located in the Sierra Vista Specific Plan (SVSP) area: Parcels FD-34 and WB-31. Parcel FD-34 is located at 1600 Westbrook Boulevard (APN 498-020-014-000) and Parcel WB-31 is located at 3250 Pleasant Grove Boulevard (APN 496-100-029-000) (see Attachment 1- Vicinity Map). Both parcels have a land use designation of High Density Residential (HDR) and a zoning designation of Multi-Family Housing (R3). Parcel FD-34 has a current unit allocation of 256 units with all units designated as very-low income rental units, and Parcel WB-31 has a current unit allocation of 293 units with an affordable obligation of six (6) low income rental units.

In August 2023, an 84-unit density bonus was granted to Parcel FD-34 pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.). The applicant is currently proposing an additional 48-unit density bonus on Parcel FD-34, which will result in a total allocation of 304 units. Of the 304 units, 302 units will be designated as affordable rental units, with 256 designated as very-low income and 46 designated as low income. The six (6) low income unit obligation on Parcel WB-

31 will be transferred to Parcel FD-34, and the 293 units allocated to Parcel WB-31 will all be developed as market rate units. The March 14, 2024 Planning Commission staff report, included as Attachment 2, includes a table summarizing the current and proposed unit allocations.

Each parcel is subject to a Development Agreement (DA), which outlines the affordable housing obligations. Although a density bonus would not ordinarily require a DA Amendment, the project requires DA Amendments in order to document the transfer of the affordable housing obligations among the project parcels. Therefore, the project is a request for a Seventh (7th) Amendment to the Westpark Federico Development Agreement and for a Fourth (4th) Amendment to the Westbrook Development Agreement to reflect the 48-unit density bonus Parcel FD-34 for a total of 304 units (with 302 units designated as affordable), and the transfer of the 6 low income affordable unit obligation from SVSP Parcel WB-31 to SVSP Parcel FD-34. No development is being proposed with this project. The increase in residential units, including affordable units, assists the City in fulfilling its share of the Regional Housing Needs Allocation (RHNA), as determined by Sacramento Area Council of Governments (SACOG) and approved by the California Department of Housing and Community Development (HCD).

Summary Evaluation

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 project includes a seventh amendment to the SVSP Westpark Federico DA (Exhibit A) which covers SVSP Parcel FD-34 and a fourth amendment to the SVSP Westbrook DA (Exhibit B) which covers SVSP Parcel WB-31. The Seventh Amendment to the Westpark Federico DA will be amended to reflect the 48-unit density bonus and revised affordable housing obligation for Parcel FD-34. The affordable unit obligation will be 256 very-low income and 46 low income units, for a total of 302 affordable rental units. The six (6) low income affordable unit obligation on Parcel WB-31 will be transferred to Parcel FD-34. The Fourth Amendment to the Westbrook DA will be amended to remove the six (6) low income rental unit obligation on Parcel WB-31. As mentioned, the affordable obligation will be transferred to FD-34. All 293 units allocated to WB-31 will be provided as market rate units.

In summary, City staff has found the proposed DAAs to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The City's Housing Division reviewed the project and determined the proposed affordable unit obligations are acceptable and consistent with City policy. The DA Amendments are in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values.

Summary of Planning Commission Meeting

The project was considered by the City's Planning Commission on March 14, 2024. The Planning Commission unanimously recommended the City Council approve the DA Amendments with a vote of 7 aye, 0 nay, 0 absent. No discussion of the project occurred during the meeting.

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. Notices of both the Planning Commission hearing and the City Council hearing were published in the Roseville Press Tribune and on the RCONA website, and mailed to all property owners within 300 feet of the site. No public comments have been received on the project.

FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund. The entitlements would facilitate eventual construction of multi-family residential projects. The eventual construction of the multi-family residential projects would generate revenue to the City through the payment into development impact fee programs and community facilities districts.

ENVIRONMENTAL REVIEW

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (General Rule) and Section 305 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Sierra Vista Specific Plan EIR, certified by the City Council on May 5, 2010 (SCH #2008032115), and that the Development Agreement (DA) Amendments do not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing DAs. As such, no additional environmental documentation is required.

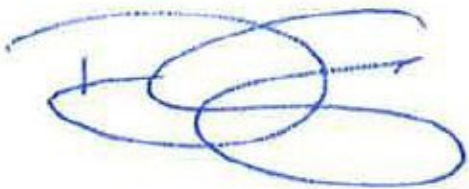
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Vicinity Map

Ordinance for Seventh Amendment to Westpark Federico DA

Attachment 2 March 14, 2024 Planning Commission Staff Report

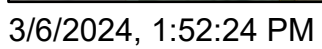
Exhibit A Seventh Amendment to Westpark Federico DA

Ordinance for Fourth Amendment to Westbrook DA

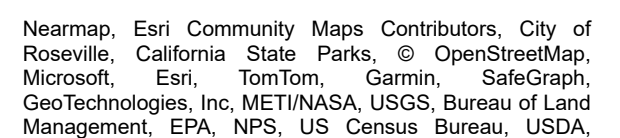
Ordinance for Fourth Amendment to Westbrook DA

Exhibit B Fourth Amendment to the Westbrook DA

CC ATTACHMENT 1



1:9,028



ORDINANCE NO.

ADOPTING A SEVENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Seventh Amendment of the Development Agreement by and between the City of Roseville and FD34 Development, LLC, as assignee of Mourier Investments, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Seventh Amendment to Development Agreement is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3) (General Rule) and Section 305 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Sierra Vista Specific Plan EIR (SCH #2008032115), certified by the City Council on May 5, 2010. The Development Agreement Amendment does not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing Development Agreement. No additional environmental documentation is required.

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

1. The Seventh Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The Seventh Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Seventh Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Seventh Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Seventh Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Seventh Amendment to Development Agreement by and between the City of Roseville and FD34 Development, LLC, as assignee of Mourier Investments, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____ 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Planning Division Staff Report
Planning Commission Meeting

March 14, 2024

Prepared by: Kinarik Shallow, Associate Planner

ITEM 5.4: **Development Agreement Amendment – 1600 Westbrook Boulevard and 3250 Pleasant Grove Boulevard – SVSP PCL FD-34 & WB-31 – Development Agreement Amendments – File #PL24-0151**

REQUEST

The project is a request for a Seventh (7th) Amendment to the Westpark Federico Development Agreement and for a Fourth (4th) Amendment to the Westbrook Development Agreement to reflect the 48-unit density bonus on Sierra Vista Specific Plan (SVSP) Parcel FD-34 for a total of 304 units (with 302 units designated as affordable), and the transfer of the 6 low income affordable obligation from SVSP Parcel WB-31 to SVSP Parcel FD-34. Parcel FD-34 will have a resulting affordable unit allocation of 256 very-low income rental units and 46 low income rental units.

Applicant – Greg Bardini, Morton & Pitalo, Inc.
Property Owner – Scott Canel, Pine Island Apartments, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

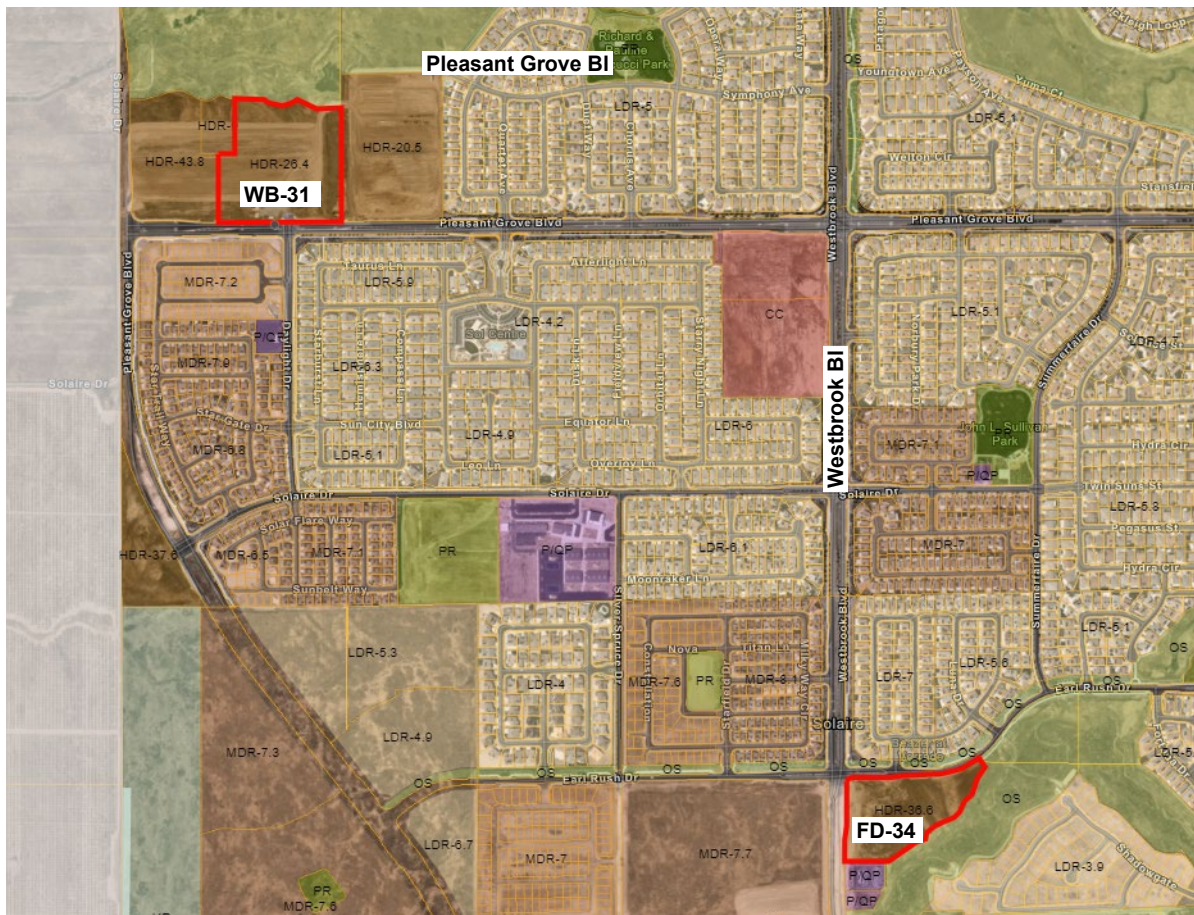
1. Recommend the City Council adopt the five (5) findings of fact and approve the Seventh Amendment to the SVSP Westpark Federico DA; and
2. Recommend the City Council adopt the five (5) findings of fact and approve the Fourth Amendment to the SVSP Westbrook DA.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

The project site consists of two vacant parcels located in the Sierra Vista Specific Plan (SVSP) area: Parcels FD-34 and WB-31. Parcel FD-34 is located at 1600 Westbrook Boulevard (APN 498-020-014-000) and Parcel WB-31 is located at 3250 Pleasant Grove Boulevard (APN 496-100-029-000) (see Figure 1). Both parcels have a land use designation of High Density Residential (HDR) and a zoning designation of Multi-Family Housing (R3). Parcel FD-34 has a current unit allocation of 256 units with all units designated as very-low income rental units, and Parcel WB-31 has a current unit allocation of 293 units with an affordable obligation of six (6) low income rental units.

Figure 1: Project Location (bordered in red)

In August 2023, an 84-unit density bonus was granted to Parcel FD-34 pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.). The applicant is currently proposing an additional 48-unit density bonus on Parcel FD-34, which will result in a total allocation of 304 units. Of the 304 units, 302 units will be designated as affordable rental units, with 256 designated as very-low income and 46 designated as low income. The six (6) low income unit obligation on Parcel WB-31 will be transferred to Parcel FD-34, and the 293 units allocated to Parcel WB-31 will all be developed as market rate units. Table 1 below outlines the current and proposed unit allocations.

Table 1: Current and Proposed Unit Allocations

Parcel	Density (units/acre)		Currently Allocated Units			Proposed Units				
	Existing	Proposed	Total	Very-Low	Low	Base Units	Density Bonus	Total	Very-Low	Low
FD-34	36.630	43.2	256	256	0	256	48	304	256	46
WB-31	26.4	26.4	293	0	6	293	n/a	293	0	0
UNIT TOTALS			549	256	6	549	48	597	256	46
NET CHANGE								+48	+0	+46

Each parcel is subject to a Development Agreement (DA), which outlines the affordable housing obligations. Although a density bonus would not ordinarily require a DA Amendment, the project requires DA Amendments in order to document the transfer of the affordable housing obligations among the project parcels. Therefore, the project is a request for a Seventh (7th) Amendment to the Westpark Federico Development Agreement and for a Fourth (4th) Amendment to the Westbrook Development Agreement to reflect the 48-unit density bonus Parcel FD-34 for a total of 304 units (with 302 units designated as affordable), and the transfer of the 6 low income affordable unit obligation from SVSP Parcel WB-31 to SVSP Parcel FD-34. No development is being proposed with this project. The increase in residential units, including affordable units, assists the City in fulfilling its share of the Regional Housing Needs Allocation (RHNA), as determined by Sacramento Area Council of Governments (SACOG) and approved by the California Department of Housing and Community Development (HCD).

EVALUATION – DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. *Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Sierra Vista Specific Plan;***
- 2. *Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. *Conformity with the public health, safety and general welfare;***
- 4. *The effect on the orderly development of the property or the preservation of property values; and***
- 5. *Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

Development Agreements (DAs) are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The project includes a seventh amendment to the SVSP Westpark Federico DA (Exhibit A) and a fourth amendment to the SVSP Westbrook DA (Exhibit B). Each DA Amendment is listed and discussed below. Items that are not addressed in the amendments are subject to the terms of the original DAs and prior amendments.

Seventh Amendment to the Westpark Federico DA: The Westpark Federico DA covers SVSP Parcel FD-34. The DA will be amended to reflect the 48-unit density bonus and revised affordable housing obligation for Parcel FD-34. The affordable unit obligation will be 256 very-low income and 46 low income units, for a total of 302 affordable rental units. The six (6) low income affordable unit obligation on Parcel WB-31 will be transferred to Parcel FD-34.

Fourth Amendment to the Westbrook DA: The Westbrook DA covers SVSP Parcel WB-31. The DA will be amended to remove the six (6) low income rental unit obligation on Parcel WB-31. As mentioned, the affordable obligation will be transferred to FD-34. All 293 units allocated to WB-31 will be provided as market rate units.

In summary, City staff has found the proposed DA Amendments to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The City's Housing Division reviewed the project and determined the proposed affordable unit obligations are acceptable and consistent with City policy. The DA Amendments are in conformance with the public health, safety, and welfare, and will not adversely affect the orderly

development of the property or the preservation of property values. Therefore, the proposed DA Amendments are 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 March 1, 2024 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. No comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (General Rule) and Section 305 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Sierra Vista Specific Plan EIR, certified by the City Council on May 5, 2010 (SCH #2008032115), and that the Development Agreement (DA) Amendments do not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing DAs. As such, no additional environmental documentation is required.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt the five (5) findings of fact and approve the **SEVENTH AMENDMENT TO THE SVSP WESTPARK FEDERICO DEVELOPMENT AGREEMENT – 1600 WESTBROOK BOULEVARD & 3250 PLEASANT GROVE BOULEVARD – SVSP PCL FD-34 & WB-31 – DEVELOPMENT AGREEMENT AMENDMENTS – FILE #PL24-0151**; and
2. Recommend the City Council adopt the five (5) findings of fact and approve the **FOURTH AMENDMENT TO THE SVSP WESTBROOK DEVELOPMENT AGREEMENT – 1600 WESTBROOK BOULEVARD & 3250 PLEASANT GROVE BOULEVARD – SVSP PCL FD-34 & WB-31 – DEVELOPMENT AGREEMENT AMENDMENTS – FILE #PL24-0151**.

EXHIBITS

- A. Seventh Amendment to the Westpark Federico DA
- B. Fourth Amendment to the Westbrook DA

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

**SEVENTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS,
LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Seventh Amendment of Development Agreement is entered into this ____ day of _____, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and FD34 DEVELOPMENT, LLC, a California limited liability company ("FD34" or "Landowner"), as Assignee of MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier, Westpark Federico, LLC, a California limited liability company (Westpark Federico), and the Federico-Tyler Family Limited Partnership ("Federico"), and City, entered into a Development Agreement (the "Original Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. The Original Development Agreement encompassed a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement, which, with all its various amendments, constitutes the "Development Agreement".

B. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("Westpark Sierra Vista") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California.

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

D. Westpark Sierra Vista, Mourier, Federico, and City entered into the First Amendment relative to development within certain portion of the Property, as is more precisely defined in Exhibits “A” and “B” of the First Amendment.

E. Mourier and Federico assigned their interest in the Development Agreement with a respect to a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032322-00, in the Official Records of Placer County. The portion of the Property so assigned by Mourier and Federico to Westpark Sierra Vista was described in Exhibit “A” to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

F. Westpark Sierra Vista, as Assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Development Agreement with respect to a portion of the Property to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County. The portion of the Property so assigned by Westpark Sierra Vista and Federico to Mourier was described in Exhibit “A” to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

G. Westpark Sierra Vista assigned its interest in the Development Agreement for a portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of June 3, 2019, and recorded June 4, 2019, as Document No. 2019-0037499-00, in the Official Records of Placer County.

H. On March 4, 2020, City approved the Second Amendment to the Development Agreement (the “Second Amendment”) for a portion of the Property owned by Mourier. The Second Amendment was recorded on April 13, 2020, as Document No. 2020-0032961-00, in the Official Records of Placer County. The Original Development Agreement, the First Amendment, and the Second Amendment are hereinafter collectively referred to as the “Development Agreement.”

I. On October 7, 2020, City approved the Third Amendment to the Development Agreement (the “Third Amendment”) affecting certain portions of the Property (the “Third Amendment Property”), as described in Exhibit “A” and shown in Exhibit “B” attached to the Third Amendment. The Third

Amendment was recorded on November 10, 2020, as Document No. 2020-0128930-00, in the Official Records of Placer County.

J. Westpark Sierra Vista assigned its interest in the Development Agreement for an additional portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated October 13, 2020, and recorded October 15, 2020, as Document No. 2020-0116422-00, in the Official Records of Placer County.

K. Mourier assigned a portion of its interest in the Development Agreement with respect to the Fourth Amendment Property (as defined below) to John Mourier Construction, Inc. ("JMC") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2021, and recorded January 15, 2021, as Document No. 2021-0005796-00 in the Official Records of Placer County, California.

L. On April 21, 2021, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") affecting certain portions of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fourth Amendment. The Fourth Amendment was recorded on July 1, 2021, as Document No. 2021-0085266-00 in the Official Records of Placer County, California.

M. On October 20, 2021, City approved the Fifth Amendment to the Development Agreement (the "Fifth Amendment" affecting certain portion of the Property (the "Fifth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fifth Amendment. The Fifth Amendment was recorded on December 17, 2021, as Document No. 2021-0152422-00 in the Official Records of Placer County, California.

N. Mourier assigned a portion of its interest in the Development Agreement with respect to the Sixth Amendment Property (as defined below) to FD34 pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2023, and recorded January 12, 2023, as Document No. 2023-0001667-00, in the Official Records of Placer County, California.

O. On October 4, 2023, City approved the Sixth Amendment to the Development Agreement (the "Sixth Amendment") affecting a certain portion of the Property (the "Sixth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Sixth Amendment. The Sixth Amendment

was recorded on November 17, 2023, as Document No. 2023-0063102-00, in the Official Records of Placer County, California.

P. This Seventh Amendment to the Development Agreement (the "Seventh Amendment") affects a certain portion of the Property commonly known as SVSP Parcel FD-34 (the "Seventh Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Seventh Amendment, and shall run with the land described in Exhibits "A" and "B" hereto. This Seventh Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

Q. Concurrent with its consideration of this Seventh Amendment, City is processing a density bonus to allow development of an increase in High Density Residential units developed on Parcel FD-34 from the allocated 256 units, including a previously approved density bonus of 84 High Density Residential units, to a total of 304 units, including an additional 48 High Density Residential units, consisting of (1) the existing affordable housing obligation of 256 units affordable to very-low income households earning no more than fifty percent (50%) of median income, as defined by City (hereinafter, "median income"), (2) an additional 46 units affordable to low income households earning no more than sixty percent (60%) of median income, as defined by City, and (3) 2 market rate units as manager's units.

R. There is currently an obligation on Parcel WB-31 in the SVSP to provide six (6) units affordable to low income households at eighty percent (80%) of median income. That obligation to provide six (6) units affordable to low income households on Parcel WB-31 is being shifted to Parcel FD-34 as part of the density bonus for Parcel FD-34 (leaving 293 market rate units on Parcel WB-31), as part of the 46 units affordable to low income households earning no more than sixty percent (60%) of median income that are being added to Parcel FD-34.

S. City and Landowner wish to enter into this Seventh Amendment in order to memorialize the obligations set forth above and to amend applicable provisions of the Development Agreement for the Seventh Amendment Property related thereto.

T. The Seventh Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections of the Development Agreement are hereby amended as they

pertain to the portion of the Property first assigned to Mourier and thereafter assigned to FD34:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement (“Vested Entitlements”) as it relates to property originally assigned to Mourier is revised as follows:

"High Density Residential *570 units on 24.4 Net Acres;

*Parcel FD-34 includes 172 allocated HDR units plus a density bonus of 132 HDR units."

b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Development Agreement is revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that three hundred and two(302) affordable rental units will be reserved within the Seventh Amendment Property, consisting of two hundred and fifty-six (256) units for rental to very low income households earning no more than fifty percent (50%) of median income, and forty-six (46) units for rental to low income households earning no more than sixty percent (60%) of median income, as follows:

Parcel	Total Units in Parcel incl. density bonus	Total Affordable Unit Allocation including density bonus	Very Low Income Rental Units	Low Income Rental Units
FD-34	304	302	256	46
Total	304	302	256	46

2. EXHIBITS. The exhibits attached to this Seventh Amendment are for this Seventh Amendment only, as follows:

Exhibit A – Legal Description of Seventh Amendment Property

Exhibit B -- Plat of Seventh Amendment Property

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Seventh Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

4. AMENDMENT. This Seventh Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the Seventh Amendment

Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Seventh Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Seventh Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024.

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: _____
Mike Isom
Development Services Director

LANDOWNER:

FD34 DEVELOPMENT, LLC, a
California limited liability company

By: _____
Scott I. Canel
Its: Manager

**FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN
(Parcel WB-31)**

This Fourth Amendment of Development Agreement is entered into this _____ day of _____, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company ("Pine Island" or "Landowner"), as successor in interest to WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Westpark and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Westpark entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" to the Development Agreement (the "Property"), and attached thereto.

B. On May 4, 2016, City approved the First Amendment to the Development Agreement (the "First Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the First Amendment, which was recorded on May 11, 2016, as Document No. 2016-0035988-00, in the Official Records of Placer County.

C. Westpark assigned its interest for a portion of the Property to Pine Island pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 10, 2021, and recorded November 10, 2021, as Document No. 2021-0139629-00, in the Official Records of Placer County.

D. On February 2, 2022, City approved the Second Amendment to the Development Agreement (the "Second Amendment") relative to development within a portion of the Property, as more precisely defined in Exhibits "A" and "B" attached to

the Second Amendment, which was recorded on March 10, 2022, as Document No. 2022-0021197-00, in the Official Records of Placer County.

E. On October 4, 2023, City approved the Third Amendment to the Development Agreement (the “Third Amendment”) relative to development within a portion of the Property, as more precisely defined in Exhibits “A” and “B” attached to the Third Amendment, which was recorded on November 17, 2023, as Document No. 2023-0063101-00, in the Official Records of Placer County.

F. This Fourth Amendment to the Development Agreement (the “Fourth Amendment”) affects a certain portion of the Property commonly known as SVSP Parcel WB-31 (the “Fourth Amendment Property”), as described in Exhibit “A” and as shown in Exhibit “B” attached to this Fourth Amendment. This Fourth Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

G. City previously approved administratively a transfer of the affordable housing obligation for 6 High Density Residential units affordable to low income households, as defined by City, from Parcels WB-30 and WB-32 to Parcel WB-31. Concurrent with its consideration of this Fourth Amendment, City is processing a density bonus for SVSP Parcel FD-34 to allow development of an increase in High Density Residential units developed on SVSP Parcel FD-34 from the allocated 256 units, including a previously approved density bonus of 84 High Density Residential units, to a total of 304 allocated units, including an additional 48 High Density Residential units, with 256 of the 304 allocated units assigned to Parcel FD-34 to be affordable to very-low income households, as defined by City, earning no more than fifty percent (50%) of area median income, and 46 of the 304 allocated units assigned to Parcel FD-34 to be affordable to low income households, as defined by City, earning no more than sixty percent (60%) of area median income, and 2 market rate units as manager’s units. The affordable housing obligation for 6 of those 302 affordable units is being transferred by this Fourth Amendment to Parcel FD-34 from Parcel WB-31 as part of the resulting 46 units affordable to low income households on Parcel FD-34, leaving 293 market rate High Density Residential units on Parcel WB-31. City and Landowner enter into this Fourth Amendment in order to memorialize the transfer of the affordable housing obligation from Parcel WB-31 to Parcel FD-34.

H. The Fourth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following section of the Development Agreement is hereby amended as follows:

b. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2. Multi Family Affordable Rental Units. Landowner agrees that five hundred and forty-~~oneseven~~ (54~~17~~) affordable rental units for low income households shall be reserved within the Property, as follows:

Parcel	Total Units in Parcel incl. density bonus	Low Income Rental Units	Very Low Income Units
WB-30	355	351	<u>0</u>
WB-31	293	6	0
WB-32	192	190	0
TOTAL	547840	54 17	0

2. EXHIBITS. The exhibits attached to this Fourth Amendment are for this Fourth Amendment only, as follows:

Exhibit A – Legal Description of Fourth Amendment Property

Exhibit B -- Plat of Fourth Amendment Property

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Fourth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

4. AMENDMENT. This Fourth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

5. FORM OF AGREEMENT. This Fourth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Fourth Amendment in duplicate by its City Manager as attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2024.

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: _____
Mike Isom
Development Services Director

LANDOWNER:

PINE ISLAND APARTMENTS, LLC
an Indiana limited liability company

By: _____
Scott I. Canel
Manager

**SEVENTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS,
LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Seventh Amendment of Development Agreement is entered into this ____ day of _____, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and FD34 DEVELOPMENT, LLC, a California limited liability company ("FD34" or "Landowner"), as Assignee of MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier, Westpark Federico, LLC, a California limited liability company (Westpark Federico"), and the Federico-Tyler Family Limited Partnership ("Federico"), and City, entered into a Development Agreement (the "Original Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. The Original Development Agreement encompassed a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement, which, with all its various amendments, constitutes the "Development Agreement".

B. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("Westpark Sierra Vista") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California.

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

D. Westpark Sierra Vista, Mourier, Federico, and City entered into the First Amendment relative to development within certain portion of the Property, as is more precisely defined in Exhibits "A" and "B" of the First Amendment.

E. Mourier and Federico assigned their interest in the Development Agreement with a respect to a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032322-00, in the Official Records of Placer County. The portion of the Property so assigned by Mourier and Federico to Westpark Sierra Vista was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

F. Westpark Sierra Vista, as Assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Development Agreement with respect to a portion of the Property to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County. The portion of the Property so assigned by Westpark Sierra Vista and Federico to Mourier was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

G. Westpark Sierra Vista assigned its interest in the Development Agreement for a portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of June 3, 2019, and recorded June 4, 2019, as Document No. 2019-0037499-00, in the Official Records of Placer County.

H. On March 4, 2020, City approved the Second Amendment to the Development Agreement (the "Second Amendment") for a portion of the Property owned by Mourier. The Second Amendment was recorded on April 13, 2020, as Document No. 2020-0032961-00, in the Official Records of Placer County. The Original Development Agreement, the First Amendment, and the Second Amendment are hereinafter collectively referred to as the "Development Agreement."

I. On October 7, 2020, City approved the Third Amendment to the Development Agreement (the "Third Amendment") affecting certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Third Amendment. The Third

Amendment was recorded on November 10, 2020, as Document No. 2020-0128930-00, in the Official Records of Placer County.

J. Westpark Sierra Vista assigned its interest in the Development Agreement for an additional portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated October 13, 2020, and recorded October 15, 2020, as Document No. 2020-0116422-00, in the Official Records of Placer County.

K. Mourier assigned a portion of its interest in the Development Agreement with respect to the Fourth Amendment Property (as defined below) to John Mourier Construction, Inc. ("JMC") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2021, and recorded January 15, 2021, as Document No. 2021-0005796-00 in the Official Records of Placer County, California.

L. On April 21, 2021, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") affecting certain portions of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fourth Amendment. The Fourth Amendment was recorded on July 1, 2021, as Document No. 2021-0085266-00 in the Official Records of Placer County, California.

M. On October 20, 2021, City approved the Fifth Amendment to the Development Agreement (the "Fifth Amendment" affecting certain portion of the Property (the "Fifth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fifth Amendment. The Fifth Amendment was recorded on December 17, 2021, as Document No. 2021-0152422-00 in the Official Records of Placer County, California.

N. Mourier assigned a portion of its interest in the Development Agreement with respect to the Sixth Amendment Property (as defined below) to FD34 pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2023, and recorded January 12, 2023, as Document No. 2023-0001667-00, in the Official Records of Placer County, California.

O. On October 4, 2023, City approved the Sixth Amendment to the Development Agreement (the "Sixth Amendment") affecting a certain portion of the Property (the "Sixth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Sixth Amendment. The Sixth Amendment

was recorded on November 17, 2023, as Document No. 2023-0063102-00, in the Official Records of Placer County, California.

P. This Seventh Amendment to the Development Agreement (the "Seventh Amendment") affects a certain portion of the Property commonly known as SVSP Parcel FD-34 (the "Seventh Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Seventh Amendment, and shall run with the land described in Exhibits "A" and "B" hereto. This Seventh Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

Q. Concurrent with its consideration of this Seventh Amendment, City is processing a density bonus to allow development of an increase in High Density Residential units developed on Parcel FD-34 from the allocated 256 units, including a previously approved density bonus of 84 High Density Residential units, to a total of 304 units, including an additional 48 High Density Residential units, consisting of (1) the existing affordable housing obligation of 256 units affordable to very-low income households earning no more than fifty percent (50%) of median income, as defined by City (hereinafter, "median income"), (2) an additional 46 units affordable to low income households earning no more than sixty percent (60%) of median income, as defined by City, and (3) 2 market rate units as manager's units.

R. There is currently an obligation on Parcel WB-31 in the SVSP to provide six (6) units affordable to low income households at eighty percent (80%) of median income. That obligation to provide six (6) units affordable to low income households on Parcel WB-31 is being shifted to Parcel FD-34 as part of the density bonus for Parcel FD-34 (leaving 293 market rate units on Parcel WB-31), as part of the 46 units affordable to low income households earning no more than sixty percent (60%) of median income that are being added to Parcel FD-34.

S. City and Landowner wish to enter into this Seventh Amendment in order to memorialize the obligations set forth above and to amend applicable provisions of the Development Agreement for the Seventh Amendment Property related thereto.

T. The Seventh Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections of the Development Agreement are hereby amended as they

pertain to the portion of the Property first assigned to Mourier and thereafter assigned to FD34:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement (“Vested Entitlements”) as it relates to property originally assigned to Mourier is revised as follows:

“High Density Residential

*570 units on 24.4 Net Acres;

*Parcel FD-34 includes 172 allocated HDR units plus a density bonus of 132 HDR units.”

b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Development Agreement is revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that three hundred and two (302) affordable rental units will be reserved within the Seventh Amendment Property, consisting of two hundred and fifty-six (256) units for rental to very low income households earning no more than fifty percent (50%) of median income, and forty-six (46) units for rental to low income households earning no more than sixty percent (60%) of median income, as follows:

Parcel	Total Units in Parcel incl. density bonus	Total Affordable Unit Allocation including density bonus	Very Low Income Rental Units	Low Income Rental Units
FD-34	304	302	256	46
Total	304	302	256	46

2. EXHIBITS. The exhibits attached to this Seventh Amendment are for this Seventh Amendment only, as follows:

Exhibit A – Legal Description of Seventh Amendment Property

Exhibit B -- Plat of Seventh Amendment Property

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Seventh Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

4. AMENDMENT. This Seventh Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the Seventh Amendment

Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Seventh Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Seventh Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024.

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: _____
Mike Isom
Development Services Director

LANDOWNER:

FD34 DEVELOPMENT, LLC, a
California limited liability company

By: 
Scott I. Canel
Its: Manager

ACKNOWLEDGMENT

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

State of Illinois

County of Lake

On March 16, 2024, before me, Lori Ogarek, Notary Public
(insert name and title of the officer)

personally appeared Scott I. Canel,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lori Ogarek
Notary Public Signature

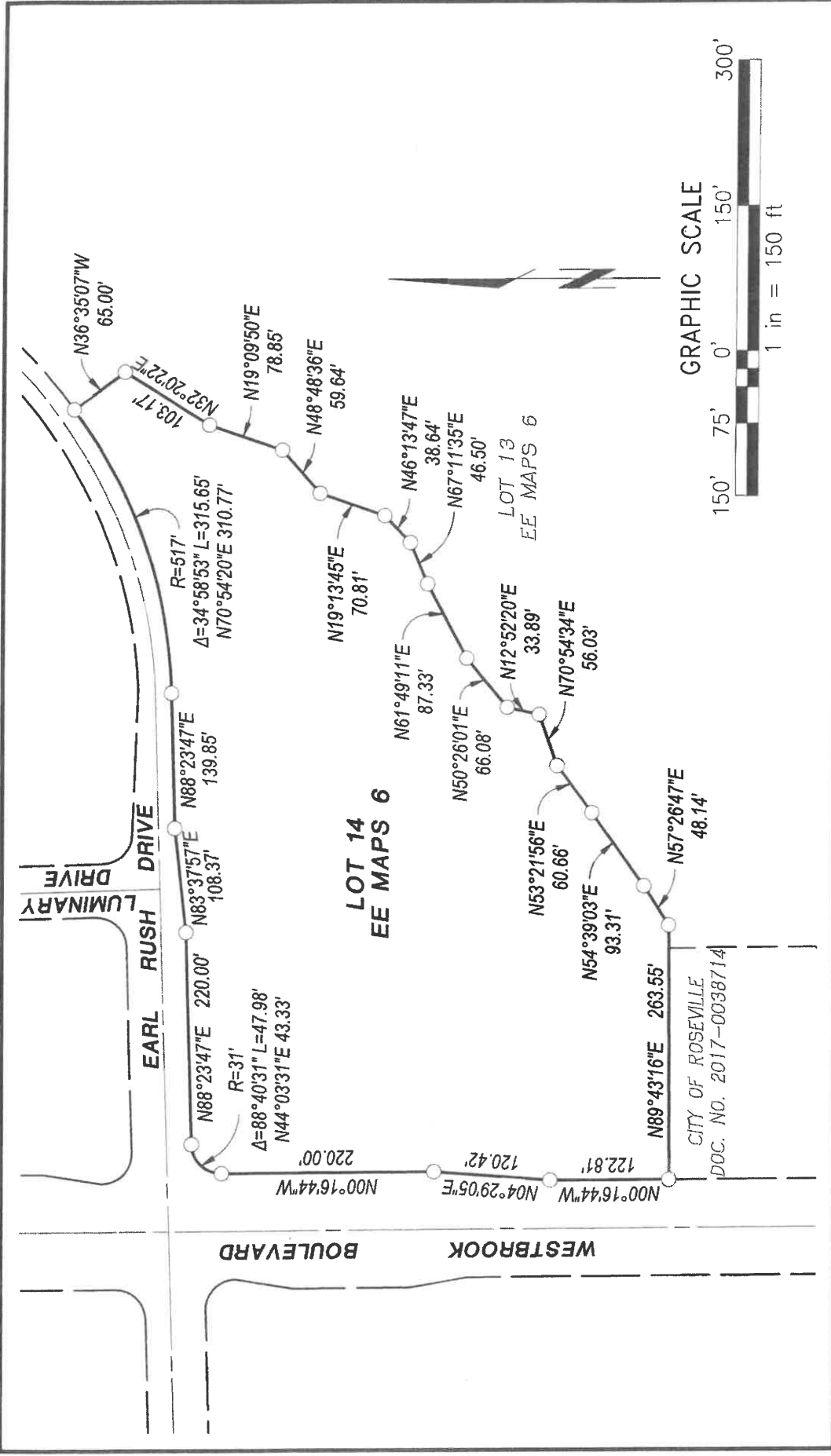


(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
FD-34
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, more particularly described as follows:

Lot 14, as said lot is shown and so designated on that certain Final Map entitled, "Final Map of Sierra Vista – Federico Large Lot Subdivision" filed in Book EE of Maps, Page 6, Placer County Records.



MORTON & PITALO, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 Folsom • Fresno
 600 Coolidge Drive, Suite #140
 Folsom, CA 95630
 phone: (916) 984-7421
 web: www.mpangr.com

EXHIBIT "B"
FD-34 SITE
LOT 14
EE MAPS 6

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DRAWN:	MJC	JOB NO:	220080
CHECKED:	MJC	DATE:	FEBRUARY 2024
SCALE:	1"=150'	SHEET:	1 of 1

ORDINANCE NO.

ADOPTING A FOURTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fourth Amendment of the Development Agreement by and between the City of Roseville, and Pine Island Apartments, LLC, as successor in interest to Westpark S.V. 400, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Fourth Amendment to Development Agreement is 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 Sierra Vista Specific Plan (SCH #2008032115) was certified by the City Council on May 5, 2010. 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 Development Agreement Amendment is consistent with the previously completed analysis.

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

1. The Fourth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The Fourth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fourth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Fourth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Fourth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Fourth Amendment to Development Agreement by and between the City of Roseville, Pine Island Apartments, LLC, as successor in interest to Westpark S.V. 400, LLC, a

copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____ 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO.

ADOPTING A FOURTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fourth Amendment of the Development Agreement by and between the City of Roseville, and Pine Island Apartments, LLC, as successor in interest to Westpark S.V. 400, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Fourth Amendment to Development Agreement is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3) (General Rule) and Section 305 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Sierra Vista Specific Plan EIR (SCH #2008032115), certified by the City Council on May 5, 2010. The Development Agreement Amendment does not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing Development Agreement. No additional environmental documentation is required.

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

1. The Fourth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The Fourth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fourth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Fourth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Fourth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Fourth Amendment to Development Agreement by and between the City of Roseville, Pine Island Apartments, LLC, as successor in interest to Westpark S.V. 400, LLC, a

copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____ 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC,
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN
(Parcel WB-31)**

This Fourth Amendment of Development Agreement is entered into this _____ day of _____, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company ("Pine Island" or "Landowner"), as successor in interest to WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Westpark and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Westpark entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" to the Development Agreement (the "Property"), and attached thereto.

B. On May 4, 2016, City approved the First Amendment to the Development Agreement (the "First Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the First Amendment, which was recorded on May 11, 2016, as Document No. 2016-0035988-00, in the Official Records of Placer County.

C. Westpark assigned its interest for a portion of the Property to Pine Island pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 10, 2021, and recorded November 10, 2021, as Document No. 2021-0139629-00, in the Official Records of Placer County.

D. On February 2, 2022, City approved the Second Amendment to the Development Agreement (the "Second Amendment") relative to development within a portion of the Property, as more precisely defined in Exhibits "A" and "B" attached to

the Second Amendment, which was recorded on March 10, 2022, as Document No. 2022-0021197-00, in the Official Records of Placer County.

E. On October 4, 2023, City approved the Third Amendment to the Development Agreement (the "Third Amendment") relative to development within a portion of the Property, as more precisely defined in Exhibits "A" and "B" attached to the Third Amendment, which was recorded on November 17, 2023, as Document No. 2023-0063101-00, in the Official Records of Placer County.

F. This Fourth Amendment to the Development Agreement (the "Fourth Amendment") affects a certain portion of the Property commonly known as SVSP Parcel WB-31 (the "Fourth Amendment Property"), as described in Exhibit "A" and as shown in Exhibit "B" attached to this Fourth Amendment. This Fourth Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

G. City previously approved administratively a transfer of the affordable housing obligation for 6 High Density Residential units affordable to low income households, as defined by City, from Parcels WB-30 and WB-32 to Parcel WB-31. Concurrent with its consideration of this Fourth Amendment, City is processing a density bonus for SVSP Parcel FD-34 to allow development of an increase in High Density Residential units developed on SVSP Parcel FD-34 from the allocated 256 units, including a previously approved density bonus of 84 High Density Residential units, to a total of 304 allocated units, including an additional 48 High Density Residential units, with 256 of the 304 allocated units assigned to Parcel FD-34 to be affordable to very-low income households, as defined by City, earning no more than fifty percent (50%) of area median income, and 46 of the 304 allocated units assigned to Parcel FD-34 to be affordable to low income households, as defined by City, earning no more than sixty percent (60%) of area median income, and 2 market rate units as manager's units. The affordable housing obligation for 6 of those 302 affordable units is being transferred by this Fourth Amendment to Parcel FD-34 from Parcel WB-31 as part of the resulting 46 units affordable to low income households on Parcel FD-34, leaving 293 market rate High Density Residential units on Parcel WB-31. City and Landowner enter into this Fourth Amendment in order to memorialize the transfer of the affordable housing obligation from Parcel WB-31 to Parcel FD-34.

H. The Fourth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following section of the Development Agreement is hereby amended as follows:

b. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

“2.6.2. Multi Family Affordable Rental Units. Landowner agrees that five hundred and forty-one (541) affordable rental units for low income households shall be reserved within the Property, as follows:

Parcel	Total Units in Parcel incl. density bonus	Low Income Rental Units	Very Low Income Units
WB-30	355	351	0
WB-32	192	190	0
TOTAL	547	541	0

2. EXHIBITS. The exhibits attached to this Fourth Amendment are for this Fourth Amendment only, as follows:

Exhibit A – Legal Description of Fourth Amendment Property
Exhibit B -- Plat of Fourth Amendment Property

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Fourth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

4. AMENDMENT. This Fourth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

5. FORM OF AGREEMENT. This Fourth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Fourth Amendment in duplicate by its City Manager as attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2024.

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: _____
Mike Isom
Development Services Director

LANDOWNER:

PINE ISLAND APARTMENTS, LLC
an Indiana limited liability company

By:  _____
Scott I. Canel
Manager

ACKNOWLEDGMENT

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

State of Illinois
County of Lake

On March 16, 2024, before me, Lori Ogarek, Notary Public
(insert name and title of the officer)

personally appeared Scott I. Canel,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

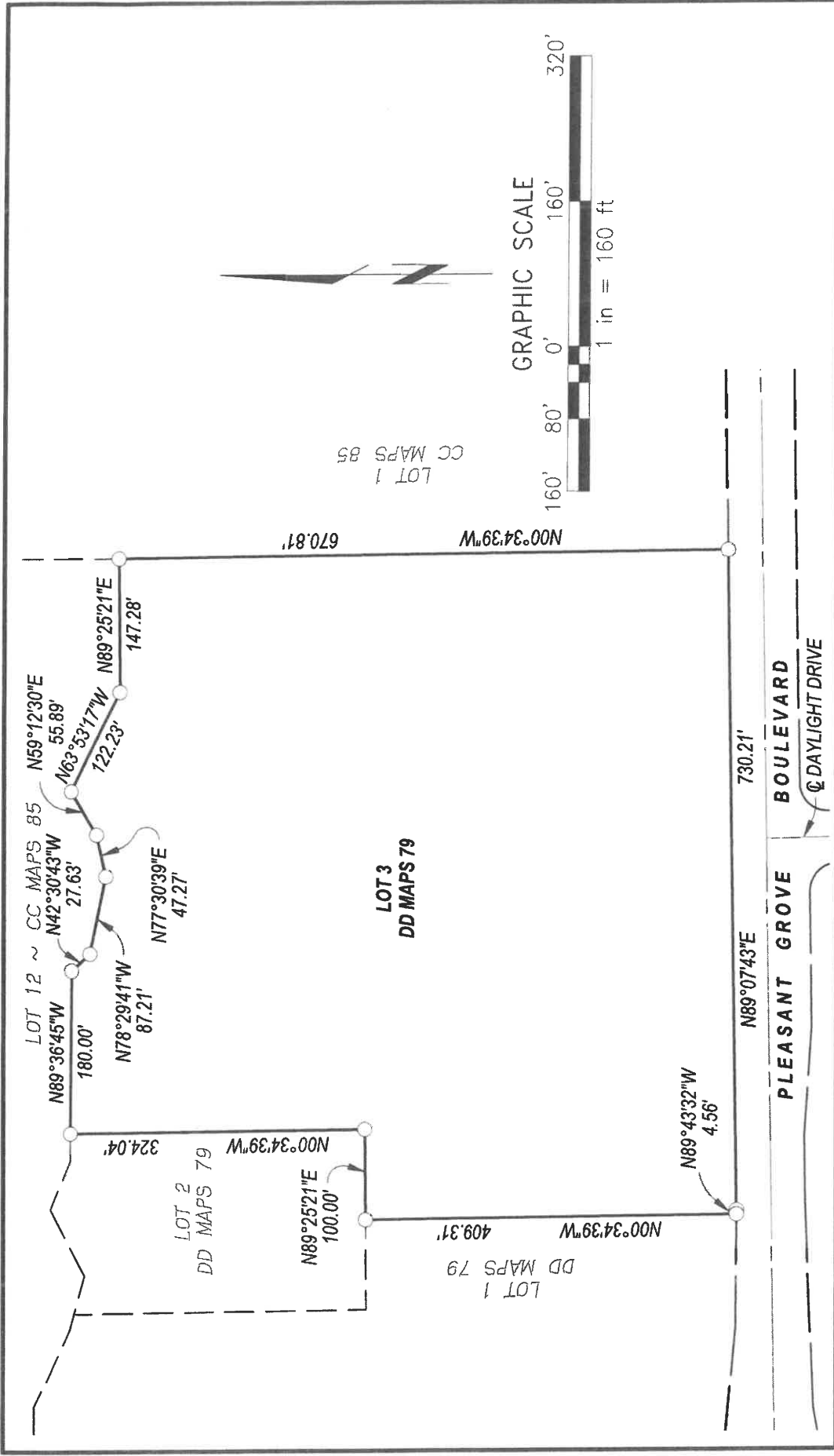


(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
WB-31
PAGE 1 OF 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, more particularly described as follows:

Lot 3, as said lot is shown and so designated on that certain Final Map entitled, "Final Map of Westbrook – Phases 2 & 3 Large Lot Subdivision" filed in Book DD of Maps, Page 79, Placer County Records.



MORTON & PITALO, INC. CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING 75 Iron Point Circle, Suite 120 • Folsom, CA 95630 phone: 916.984.7621 • fax: 916.984.5617 • survey fax: 916.563.6770 survey email: staling@mpengr.com • web: www.mpegr.com		EXHIBIT "B" WB-31 SITE LOT 3 DD MAPS 79	
DRAWN: MJC	JOB NO: 210101	CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA	
CHECKED: MJC	DATE: FEBRUARY 2024		
SCALE: 1"=160'	SHEET: 1 of 1		



COUNCIL COMMUNICATION

CC #: 3231

File #: 0709-01 & 0103-03-02

Title: HOUSING AUTHORITY - FY2024-25 Annual Plan
Contact: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 4/3/2024
Item #: 9.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council, acting as the governing board for the Roseville Housing Authority, take the following actions:

1. Adopt a resolution to approve the FY2024-25 Roseville Housing Authority Annual Plan; and
2. Authorize the Executive Director to submit the FY2024-25 Roseville Housing Authority Annual Plan to the U.S. Department of Housing & Urban Development along with the required certifications, disclosures, and related documents.

BACKGROUND

Pursuant to the 1998 Quality Housing and Work Responsibility Act (QHWRA), all housing authorities must submit an Agency Plan, which includes a Five-Year Plan and an Annual Plan. The U.S. Department of Housing and Urban Development (HUD) designed the Agency Plan to reflect the current and future goals of all housing authorities. It is also intended to identify the needs of the households served by Roseville Housing Authority (RHA). HUD has designated RHA as a "High Performer" for the last 19 years which allows RHA to submit a simplified annual plan. RHA submitted its Five-Year Plan to HUD in 2020 and RHA is only required to submit an Annual Plan for 2024.

RHA is able to provide up to 823 households with Housing Choice Voucher (HCV) rental assistance funded through HUD. This total includes several special voucher programs including Emergency Housing Vouchers, Mainstream vouchers and VASH vouchers that serve those coming directly from homelessness.

The mission of RHA is to provide the opportunity for decent, safe and sanitary affordable housing to very low and extremely low-income families in Roseville and Rocklin by:

- effectively administering Housing Choice Voucher rental assistance funds;

- delivering a high level of customer service; and
- encouraging family self-sufficiency.

In the last year, RHA has made much progress toward the goals in the Annual Plan. RHA continues to apply for and implement new voucher programs while working with Placer County's Continuum of Care in order to expand the supply of assisted housing. RHA continues to work toward the goal of improving the quality of assisted housing by managing new Project-Based Vouchers (PBVs) as well as performing Housing Quality Standards inspections on existing properties. RHA has also implemented a landlord recruitment program which includes marketing and monetary incentives for new landlords in order to increase assisted housing choices. The plan also highlights the progress made in the area of affirmatively furthering Fair Housing as well as collaboration with homeless housing service providers and other local jurisdictions.

The draft plan is required to have a 45-day local comment period before it is heard at a public hearing. The 45-day comment period was noticed and commenced on February 15, 2024, closing March 20, 2024. To date, staff has not received any comments from the public regarding this item. RHA's Resident Advisory Board (RAB) members were provided with copies of the draft Annual Plan. Their comments supported the content of the proposed Annual Plan, including RHA's goals and its progress in meeting them.

Subject to the Housing Authority Board's action on the proposed Annual Plan, staff anticipates submitting the final document to HUD in compliance with the April 15, 2024 due date.

FISCAL IMPACT

RHA provides an important social service to ensure safe and affordable housing for our residents which is an essential component to the foundation of our community's economic and social stability. Through monthly rental assistance payments, the Housing Choice Voucher Program invests \$8 million into the local rental economy annually. This item does not create any additional cost to the City's General Fund.

ENVIRONMENTAL REVIEW

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

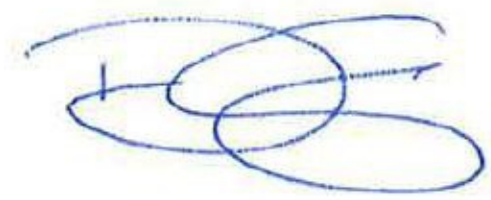
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community.

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 2-24

RHA FY2024-25 Annual Plan

Public Notice Annual Plan 2024-25

RESOLUTION NO. 2-24
HOUSING AUTHORITY OF THE CITY OF ROSEVILLE
APPROVING THE FY2024-25 ANNUAL PLAN

WHEREAS, the Department of Housing and Urban Development (HUD) requires all housing authorities to submit an Agency Plan, which includes an Annual Plan; and

WHEREAS, staff has prepared the Annual Plan for FY2024-25; and

WHEREAS, the Housing Authority has reviewed the plan;

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF ROSEVILLE DOES HEREBY RESOLVE that:

1. The Roseville Housing Authority Annual Plan for FY2024-25 is hereby approved,
2. The Executive Director is authorized to submit the Roseville Housing Authority Annual Plan for FY2024-25 to the U.S. Department of Housing and Urban Development along with all required certifications, disclosures, and related documents.

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

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

Chair

ATTEST:

Secretary

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																																			
A.1	PHA Name: ROSEVILLE HOUSING AUTHORITY PHA Code: CA128 PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2024 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>823</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. <i>Copies of the PHA Plans may be obtained at the Agency's main office and online:</i> 316 Vernon Street, Suite 150 Roseville, CA 95678 https://www.roseville.ca.us/hcv ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1"> <thead> <tr> <th>Participating PHAs</th><th>PHA Code</th><th>Program(s) in the Consortia</th><th>Program(s) not in the Consortia</th><th>No. of Units in Each Program</th></tr> </thead> <tbody> <tr> <td>Lead HA:</td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
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Lead HA:																																				

B.	Plan Elements.				
B.1	Revision of Existing PHA Plan Elements. a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☒ ☐ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Informal Review and Hearing Procedures. ☐ ☒ Homeownership Programs. ☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s): RHA received funds from AMI Housing, Inc. through their homeless prevention and rapid rehousing program. The \$65,000 grant assisted with the establishment of an owner incentive program. The Homeless Resource Council of the Sierras awarded RHA a \$100,000 grant through the Homeless Housing, Assistance and Prevention Program Round Three (HHAP3) grant. This grant is for the continued operation of RHA's owner incentive program and landlord liaison activities.				
B.2	New Activities. – Not Applicable				

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

RHA Mission Statement:

The mission of the Roseville Housing Authority is to provide opportunity for decent, safe and sanitary affordable housing to very low and extremely low-income families in Roseville and Rocklin by:

- **Effectively administering Housing Choice Voucher rental assistance funds**
 - (a) **PROGRESS:** The Roseville Housing Authority has effectively administered Housing Choice Voucher rental assistance funds by monthly reviewing available funds and lease up to determine further leasing strategy. This has resulted in utilizing the full budget authority for the last calendar year, short fall funding as well as reserve funds keeping all families housed.
 - (b) **PROGRESS:** RHA maintained its "high performer" rating (SEMAP)
- **Assisting families with opportunities for safe, decent and affordable housing.**
 - (a) **PROGRESS:** By carefully monitoring market trends, lease-up, and success rates, RHA assisted the largest number of families possible. 2023 utilization for HCV vouchers was 96.7%
 - (b) **PROGRESS:** RHA established an owner incentive program with a total of \$165,000 in grant funds. This program has increased the number of new landlords who entered into a HAP contract with RHA, ultimately giving families more opportunities to find a unit.
- **Delivering a high level of customer service**
 - (a) **PROGRESS:** RHA assigned one staff member to be the Landlord Liaison so they have one point of contact to answer questions and receive information about the HCV program and RHA policies and procedures.
 - (b) **PROGRESS:** RHA reorganized the housing caseloads by landlord. The reorganization pairs large properties with one technician instead of property owners/managers having to speak to several housing technicians. This reorganization allows for more consistent and cohesive communication.
 - (c) **PROGRESS:** RHA's level of customer service remains high. Both owners and participants have direct phone numbers and emails for their caseworkers and all calls are returned no later than the next business day. RFTAs are approved as soon as possible and move-in inspection are completed within 2 business days of when the unit is available for inspection.
 - (d) **PROGRESS:** Partnering with AffordableHousing.com has enabled property managers and landlords to list their available properties/units through the online portal free of charge giving applicants and participants easier access to available unit information.
- **Encouraging family self-sufficiency**
 - (a) **PROGRESS:** Roseville Housing Authority continues its collaboration with Placer County Housing Authority (PCHA). This joint effort includes the complete revamp of the Program Coordinating Committee (PCC). PCHA's strong Placer County connections to resources and services and RHA's access to Roseville Rocklin area resources have resulted in a strong and active PCC.
 - (b) **PROGRESS:** RHA had 6 new participants enroll in the FSS Program in 2023 making a total of 26 active participants at the end of the year. 3 participants completed their COP and collected \$28,683 in escrow.
 - (c) **PROGRESS:** FSS staff intends on expanding the number of participants it currently serves. The current goal is to maintain 24 FSS participants, this is being expanded to 30 participants.

The mission shall be accomplished by a fiscally responsible, creative organization committed to excellence in public service.

Goals for the current 5-Year Plan:

1. **Expand the supply of assisted housing.**
 - (a) **PROGRESS:** After making 75 PBV's available under an RFP, RHA received 6 applications from developers and awarded 60 PBV in total for all projects. An additional 8 PBV's were awarded to a Permanent Supportive Housing project.
 - (b) **PROGRESS:** HUD awarded RHA 8 additional HCV's on October 1, 2022. This was the first award of regular vouchers in over 12 years.
 - (c) **PROGRESS:** RHA applied for and was awarded 10 HUD VASH vouchers in February 2023.
 - (d) **PROGRESS:** RHA continues to look for opportunities to apply for more vouchers as NOFO's are released from HUD.
2. **Improve the quality of assisted housing.**
 - (a) **PROGRESS:** RHA is administering project-based vouchers, mainly to new developments as an option so that the quality of housing assisted by the PBV program is further reviewed by RHA. In a community with a low vacancy rate, it is important to make PBV vouchers a priority to assist with production of new and high-quality housing opportunities.
 - (b) **PROGRESS:** RHA performs biennial Housing Quality Standards inspections for all program participants.
3. **Increase assisted housing choices.**

The Roseville Housing Authority will continue to encourage property owners to provide available unit information for Housing Choice Voucher holders that are searching for a rental unit.

- (a) **PROGRESS:** In 2023, RHA established an owner incentive program which helped attracting 29 new owners to the program.
- (b) **PROGRESS:** RHA has a dedicated staff member that landlords can contact directly to get information about the HCV program and have their questions answered about RHA policies and procedures.
- (c) **PROGRESS:** RHA continues to encourage landlords to list their available units through the AffordableHousing.com portal. This service is free for landlords with a basic listing and free to participants searching for units.

The Roseville Housing Authority will monitor HAP payments monthly to ensure that at least 98% of the Annual Contributions Contract is utilized or that 98% of total unit months are leased each year.

- (d) **PROGRESS:** For CY 2023 RHA utilized 96.8% of regular HCV vouchers, 99.2% of NED vouchers, 77.9% of Mainstream vouchers, 78.8% of EHV and 70.2% of HUD VASH vouchers. RHA is working within the budget and in partnership with housing owners and managers and the Department of Veteran's Affairs to fully utilize all HCV, NED, Mainstream, EHV and HUD VASH vouchers. While vouchers were not fully leased, over 100 percent of the Annual Contributions Contract was utilized, including the use of program reserve funding as well as shortfall funds.

4. Affirmatively further Fair Housing

	The Roseville Housing Authority will provide training opportunities for staff to promote equal opportunity in housing. (a) PROGRESS: RHA actively looks for training opportunities and events related to Fair Housing. (b) PROGRESS: RHA staff attended a Fair Housing training in April 2023 as well as other trainings related to the fair housing subject including attending training surrounding reasonable accommodations. (c) PROGRESS: RHA encourages participants to engage in the reasonable accommodation (RA) process and actively addresses RA requests. 5. Collaborating with homeless housing service providers and other local jurisdictions (a) PROGRESS: RHA continues to work with the local CoC – Housing Resource Council of the Sierras (HRCS). (b) PROGRESS: RHA, through the CoC, collaborated with 11 agencies to refer applicants to the Emergency Housing Voucher (EHV) program where RHA issued all 50 of its EHV's to applicants within a year of receipt of the vouchers. (c) PROGRESS: RHA collaborated with AMI Housing INC in establishing an owner incentive program to help attract more owners thus more units to the program. The Roseville Housing Authority maintains a close relationship with surrounding housing authorities. (d) PROGRESS: RHA continues to work in partnership with PCHA in different PHA programs such as the EHV program as well as our VASH vouchers. The FSS program is our most recent collaboration with PCHA. (e) PROGRESS: Continued collaboration with 5 agencies via the CoC with referrals to RHA's Mainstream Voucher program. (f) PROGRESS: RHA continues to collaborate with PCHA and the joint FSS Program Coordinating Committee. The committee meets quarterly and continues to add new members (resources).
B.4	Capital Improvements. – Not Applicable
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.
D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

	Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u>
	Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u>
	Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u>

**Instructions for Preparation of Form HUD-50075-HCV
Annual PHA Plan for HCV-Only PHAs**

- A. PHA Information.** All PHAs must complete this section. (24 CFR §903.4)
- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Plan Elements. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(2\)\(i\)](#)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)](#))

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

**ROSEVILLE HOUSING AUTHORITY ANNUAL PLAN
NOTICE OF DOCUMENT AVAILABILITY
& PUBLIC HEARING**

The Roseville Housing Authority (RHA) is soliciting public review and comment on the proposed Public Housing Authority (PHA) Annual Plan for Fiscal Year 2024-2025. The RHA Annual Plan is a planning document describing the mission of the Roseville Housing Authority to serve the needs of low and extremely low-income rental assistance program participants in the cities of Roseville and Rocklin. RHA's draft Annual Plan must be made available for public review and comments on the plan are requested and encouraged.

The proposed 2024-2025 RHA Annual Plan is available for public review beginning Friday, February 16, 2024, at www.roseville.ca.us/hcv.

Written comments should be mailed or emailed to:

Roseville Housing Authority
316 Vernon St. Suite 150
Roseville, CA 95678
Attn: Suzi Cook-Turner, Housing Supervisor
smcook-turner@roseville.ca.us

The Housing Authority Board will hold a Public Hearing to adopt the Roseville Housing Authority Annual Plan on March 20, 2024, at 6 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of the City of Roseville Civic Center, 311 Vernon Street, Roseville, CA.

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 notify the City Clerk's Office at least 48 hours in advance of the meeting by calling (916) 774-5263 or through the TDD line at (916) 774-5220 (for hearing impaired).

